

**CORPORATION OF THE COUNTY OF PERTH**

**BY-LAW NUMBER 3121-2009**

**TO AUTHORIZE THE EXECUTION OF AN AGREEMENT GOVERNING ACCESS  
TO COUNTY ROAD 135 IN THE TOWNSHIP OF PERTH EAST**

WHEREAS the Council of the Corporation of the County of Perth deems it expedient to enter into an Consent Agreements with Barbara Ann Breen, Dianne Mary Lou and Lloyd Lawrence Shiell to govern driveway locations, pursuant to Subsection (26) of Section 51 of the Planning Act, R.S.O. 1990;

AND WHEREAS said agreements are required to satisfy a condition of Consent imposed by the County of Perth Land Division Committee in respect to Consent Application B19/08;

NOW THEREFORE the Council of the Corporation of the County of Perth enacts as follows:

1. THAT the Consent Agreement between Barbara Ann Breen, Dianne Mary Lou Shiell, Lloyd Lawrence Shiell and the Corporation of the County of Perth dated January 22, 2009 governing access to Part Lot 21, Concession 10, Ellice, in the Township of Perth East, designated as PART 3 and 44R4636 be approved.
2. THAT the Consent Agreement between Barbara Breen and the Corporation of the County of Perth dated January 22, 2009 governing access to Part Lot 21, Concession 10, Ellice, in the Township of Perth East, designated as PART 2 on 44R4636 be approved.
3. THAT the Warden and Clerk be and they are hereby authorized and instructed on behalf of the Corporation of the County of Perth to enter into and execute under its corporate seal and deliver the Consent Agreements, which are hereby incorporated into and form part of this By-law.
4. THAT this by-law shall come into force and take effect as of the final passing thereof.

Read a first and second time this 22<sup>nd</sup> day of January, 2009

Read a third time and finally passed this 22<sup>nd</sup> day of January, 2009.

"Julie Behrns"

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Julie Behrns, Warden

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"R. William Arthur"

R. William Arthur, Clerk

**COUNTY OF PERTH  
CONSENT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2008

BETWEEN:

**BARBARA BREEN**

(Hereinafter called the "Owner")

OF THE FIRST PART

- and -

**THE CORPORATION OF THE COUNTY OF PERTH**

(Hereinafter called the "County")

OF THE SECOND PART

**WHEREAS** the Owner represents that she is the owner of the lands described as Part of Lot 21, Concession 10, Ellice, in the Township of Perth East, County of Perth, more particularly described as P.I.N. #53169-0137 (LT) in the Registry Office for the Land Titles Division of Perth (No. 44), described as Part 2 on Plan No. 44R-4636;

**AND WHEREAS** the Owner has made application for Consent to Sever and obtained provisional approval from the County of Perth Land Division in respect to the lands described above (Consent Application No. B19/08);

**AND WHEREAS** one of the conditions imposed by the County of Perth Land Division Committee in respect to Consent Application No. B19/08 requires that the Owner enter into an agreement with the County of Perth concerning driveway locations;

**AND WHEREAS** this Agreement is being registered against the lands described above and the County is entitled to enforce the provisions thereof against the Owner and, subject to the provisions of the Registry Act and the Land Titles Act, any and all subsequent owners of the land in accordance with Subsection (26) of Section 51 of the Planning Act, R.S.O. 1990, as amended;

**NOW THEREFORE WITNESSETH THAT** in consideration of the premises and the sum of ONE (\$1.00) DOLLAR paid by the Owner to the County (the receipt whereof is hereby acknowledged) the parties hereto agree as follows:

1. The Owner acknowledges that access from County Road 135 to the retained lands described as Part 2 on 44R-4636 shall be provided on a temporary basis only;
2. The Owner agrees that when a new road created through plan of subdivision, consent, condominium or other means, is constructed on the lands described as Part 2 on 44R-4636, the temporary driveway from Road 135 shall be relocated at the owners expense and that access shall be from this new roadway;
3. The owner agrees that the temporary entrance will be completely removed and the Road 135 right of way restored to the satisfaction of the County of Perth, or appropriate road authority;
4. Nothing in this agreement shall exempt the owners from complying with entrance requirements of the County and the Township of Perth East and their successors and assigns; and
5. This Agreement shall be registered against the lands described above. The covenants, agreements, conditions, and undertakings herein contained on the part of the Owner shall run with the lands and shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.

**IN WITNESS WHEREOF** THE Owner has hereunto set her hands and the County has hereunto affixed its corporate seal under the hands of its Warden and Clerk.

**SIGNED, SEALED, AND DELIVERED** in the presence of

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*Barb Breen*

Barbara Breen

)THE CORPORATION OF THE COUNTY OF  
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Warden

)Per:

Clerk

**COUNTY OF PERTH  
CONSENT AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2008

BETWEEN:

**BARBARA ANN BREEN**

and

**DIANNE MARY LOU SHIELL**

and

**LLOYD LAWRENCE SHIELL**

(Hereinafter called the "Owners")

OF THE FIRST PART

- and -

**THE CORPORATION OF THE COUNTY OF PERTH**

(Hereinafter called the "County")

OF THE SECOND PART

**WHEREAS** the Owners represent that they are the owner of the lands described as Part of Lot 21, Concession 10, Ellice, in the Township of Perth East, County of Perth, more particularly described as P.I.N. #53169-???? (LT) in the Registry Office for the Land Titles Division of Perth (No. 44), described as Part 3 on Plan No. 44R-4636;

**AND WHEREAS** provisional approval for Consent to Sever was obtained from the County of Perth Land Division in respect to the lands described above (Consent Application No. B19/08);

**AND WHEREAS** one of the conditions imposed by the County of Perth Land Division Committee in respect to Consent Application No. B19/08 requires that the Owner enter into an agreement with the County of Perth concerning driveway locations;

**AND WHEREAS** this Agreement is being registered against the lands described above and the County is entitled to enforce the provisions thereof against the Owner and, subject to the provisions of the Registry Act and the Land Titles Act, any and all subsequent owners of the land in accordance with Subsection (26) of Section 51 of the Planning Act, R.S.O. 1990, as amended;

**NOW THEREFORE WITNESSETH THAT** in consideration of the premises and the sum of ONE (\$1.00) DOLLAR paid by the Owners to the County (the receipt whereof is hereby acknowledged) the parties hereto agree as follows:

1. The Owners acknowledge that access from County Road 135 to the severed lands described as Part 3 on 44R-4636 shall be provided on a temporary basis only;
2. The Owners agree that when a new road created through plan of subdivision, consent, condominium or other means, is constructed on the lands described as Part 2 on 44R-4636, the temporary driveway from Road 135 shall be relocated at the owners expense and that access shall be from this new roadway;
3. The owners agree that the temporary entrance will be completely removed and the Road 135 right of way restored to the satisfaction of the County of Perth, or appropriate road authority;
4. Nothing in this agreement shall exempt the owners from complying with entrance requirements of the County of Perth and the Township of Perth East and their successors and assigns; and
5. This Agreement shall be registered against the lands described above. The covenants, agreements, conditions, and undertakings herein contained on the part of the Owners shall run with the lands and shall enure to the benefit of and be binding upon the parties hereto

and their successors and assigns.

IN WITNESS WHEREOF THE Owner has hereunto set her hands and the County has hereunto affixed its corporate seal under the hands of its Warden and Clerk.

SIGNED, SEALED, AND DELIVERED in the presence of

)OWNER

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)Per: Barbara Ann Breen  
Barbara Ann Breen

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)Per: Dianne Mary Lou Shiell  
Dianne Mary Lou Shiell

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)Per: Lloyd Lawrence Shiell  
Lloyd Lawrence Shiell

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)THE CORPORATION OF THE COUNTY OF  
)PERTH

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)Per: \_\_\_\_\_  
Warden

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)Per: \_\_\_\_\_  
Clerk

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