

THE CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2021-57

BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE TOWNSHIP OF HORTON TO ENTER INTO AN AGREEMENT WITH MARIE-MARTHE GAGNON TO PERMIT HER EXISTING DWELLING TO BE USED AS A TEMPORARY RESIDENCE WHILE A NEW DWELLING IS BEING CONSTRUCTED

WHEREAS Section 10(1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended authorizes a municipality to provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS The Council of the Township of Horton has reviewed the attached agreement and is of the opinion that the attached agreement is desirable.

NOW THEREFORE the Council of the Corporation of the Township of Horton hereby **ENACTS AS FOLLOWS:**

1. **THAT** the Mayor and CAO/Clerk be, and are hereby authorized and directed to execute the attached agreement to this By-Law on behalf of the Corporation of the Township of Horton and to affix to it the corporate seal of the Corporation of the Township of Horton.
2. **THAT** this agreement attached hereto as 'Appendix 1' shall form a part of this By-Law.
3. **THAT** this By-law shall come into force and take effect upon the date of the final passing thereof.
4. **BE IT FURTHER ENACTED**, that all By-Laws or parts thereof, and all or any Resolutions of Council contrary thereto, or inconsistent herewith, be and the same are hereby repealed.

READ a first and second time this 16th day of November, 2021.

READ a third time and passed this 16th day of November, 2021.

MAYOR David M. Bennett

CAO/Clerk Hope Dillabough

AGREEMENT

BETWEEN:

The Corporation of the Township of Horton
Herein referred to as "the Municipality"

-and-

Marie-Marthe Gagnon
Herein referred to as "the Owner"

WHEREAS the Owner is the owner of lands legally described as Concession 5 Pt Lot 23 and RP49R7832 Parts 2, 6 and 9 in the Township of Horton and located at 45 Charron Lane.

AND WHEREAS the Owner wishes to construct a new dwelling on the said property while continuing to use the existing dwelling as a temporary residence until the new dwelling is completed and an occupancy permit has been obtained.

AND WHEREAS the Parties have agreed to enter into an agreement providing for the temporary use of the existing dwelling, for a limited period of time, while a new dwelling is being constructed after which the existing dwelling will be removed at the expense of the Owner.

THEREFORE IN CONSIDERATION of the Municipality allowing the existing dwelling to remain on the property, the Parties hereto agree as follows:

1. The Owner agrees that the existing dwelling is a temporary residence only and that constructing a new dwelling on the same property is non-conforming and in violation of Municipal By-Laws.
2. The Owner agrees that the existing dwelling will be demolished to the satisfaction of the Chief Building Official no later than two months after an occupancy permit has been issued for the new dwelling. If a later date is required, an extension must be given in writing by the Chief Building Official, the decision being exclusively within the discretion of the Chief Building Official for the Municipality. A demolition permit must be obtained prior to demolishing the existing dwelling.
3. In the even the Owner fails to honor the terms of this Agreement, the Municipality will be at liberty to enter onto the property of the Owner and demolish the existing dwelling. All costs incurred to demolish this dwelling will be added as a lien on the property and collected in the same manner as property taxes.
4. The Owner agrees that the new dwelling will be erected on the premises in accordance with the Township of Horton's Comprehensive Zoning By-Law No. 2010-14 and all other applicable by-laws. Upon mutual consent of this agreement, the Municipality will issue all required permits once we have received the proper applications and all required documentation.
5. The Owner agrees that the Municipality may if it so desires register notice of this Agreement on the Owner's title.
6. This agreement shall ensure to the benefit of and be binding on the respective heirs, executors, administrators and assigns of each of the parties to it.

IN WITNESS WHEREOF, THE MUNICIPALITY has hereunto affixed its Corporate seal, duly attested to by the hands of its proper signing officers duly authorized in that behalf. The Owner has hereunto affixed her hand and seal.

SIGNED, SEALED AND DELIVERED

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) Marie-Marthe Gagnon

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) THE CORPORATION OF THE
) TOWNSHIP OF HORTON
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) MAYOR David M. Bennett
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) CAO/CLERK Hope Dillabough