

THE CORPORATION OF THE TOWNSHIP OF HORTON

BY-LAW NO. 2022-20

BEING A BY-LAW TO AUTHORIZE THE CORPORATION OF THE TOWNSHIP OF HORTON TO ENTER INTO A CONDITIONAL PERMIT AGREEMENT WITH ERIC AND MARION DRAPER TO PERMIT CONSTRUCTION OF A NEW DWELLING PRIOR TO CONSENT COMPLETION

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 Section 8 (3) of the *Building Code Act* provides provisions for the issuance of Conditional Building Permits;

AND WHEREAS The Council of the Township of Horton has reviewed the attached Conditional Permit 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thereof, and all or any Resolutions of Council contrary thereto, or inconsistent herewith, be and the same are hereby repealed.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 3RD day of May, 2022.

READ a third time and passed this 3RD day of May, 2022.

MAYOR David M. Bennett

CAO/Clerk Hope Dillabough

CONDITIONAL PERMIT AGREEMENT

BETWEEN:

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

-and-

Eric Draper and Marion Draper
Herein referred to as "the Owner"

WHEREAS the Owner is the owner of subject lands legally described as Concession 8 Part of Lot 11 in the Township of Horton and located at 4420 River Road.

AND WHEREAS the Owner wishes to construct a new single family dwelling on the subject lands (retained lands as described in Consent Application B111/21(1)) while Consent Application B111/21 (1) is being finalized and completed which will result in the existing single family dwelling to be located on a newly created lot.

AND WHEREAS the Parties have agreed to enter into a Conditional Permit Agreement providing for the construction of a single family dwelling on the property of 4420 River Road (retained lands as described in Consent Application B111/21(1)) due to the delay of the Consent Application B111/21 (1) and its completion.

NOW THEREFORE THIS CONDITIONAL PERMIT AGREEMENT WITNESSETH THAT, in consideration of the sum of ONE \$1.00 DOLLAR now paid by each of the Parties to this Conditional Permit Agreement to the other and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, without prejudice, the Parties hereto agree as follows:

1. The subject lands affected by this Conditional Permit Agreement are as follows:

4420 River Road, Part of Lot 11, Concession 8, Township of Horton
Retained lands only as described in the Site Plan provided and attached hereto as "Schedule A", per Consent Applications B111/21(1) – B113/21(3).
2. The Owner agrees to assume all risks involved in commencing construction before Consent Application B111/21(1) has been finalized upon the satisfaction of the Township, and to this end the Owner hereby agrees that the Owner will indemnify and save harmless the Township and the Chief Building Official from and against all claims arising from the issuance of the Conditional Permit.
3. The Owner agrees that the construction of a new single family dwelling on the same property of the existing dwelling is non-conforming and in violation of Municipal By-Laws and shall be the only alteration of the subject lands until all current Consent Applications have been finalized upon satisfaction of the Township (B111/21(1) – B113/21(3))
4. The Owner shall comply with all applicable provisions of the Ontario Building Code Act and all requirements of the Township's Chief Building Official.
5. The Owner shall not sell, conditionally or otherwise, rent or lease the home contemplated by this Conditional Permit, or cause the inhabitation of the home until the Consent Application B111/21(1) has been finalized upon satisfaction of the Township.
6. The Owner shall stop the subject construction and secure the site to the satisfaction of the Township's Chief Building Official, if in the opinion of the Chief Building Official any impediment arises to prevent the lawful continuation of the subject construction.

7. The Owner shall remove the building and restore the site if all necessary approvals and conditions set out in this Agreement are not obtained to the satisfaction of the Township.
8. The Owner shall comply fully with all development requirements of the Township's Public Works Manager, or Fire Chief as may be applicable, at all times, including but not limited to site grading, drainage, erosion, and fire protection.
9. The Owner agrees to submit a certified cheque in the amount of \$20,000.00 payable to "Township of Horton" as a security deposit. The cheque shall be returned to the Owner upon the Township's satisfaction of completion of consent application B111/21 (1).
10. In the event the Owner fails to honor the terms of this Agreement, the Township 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, as described in section 1 of the *Municipal Act, 2001*.
11. The Owner agrees that the new dwelling will be erected on the premises of the subject lands in accordance with provisions of 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 Township will issue the Conditional permit once the complete application and according plans, specifications and site plan have been received.
12. The Owner agrees that upon approval of the required permits, all permit fees, including the lot development fee, shall be paid upon issue.
13. The Owner agrees that the Township may if it so desires register notice of this Agreement on the Owner's title, at the Owner's sole expense.
14. This agreement shall enure 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 Owners have hereunto affixed their hand and seal.

SIGNED, SEALED AND DELIVERED

)
) _____
) Eric Draper
)
)
) _____
) Marion Draper

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