CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

BY-LAW NO. 74-2019

Being a by-law to authorize an agreement for the Demolition of a Residence located at Concession 1, South Part of Lot 23, Turnberry Ward in the Municipality of Morris-Turnberry, County of Huron.

WHEREAS Section 33 (6) of the Planning Act, R.S.O. 1990, c. P.13, as amended, states that the Council of a Corporation shall, on application therefore, issue a demolition permit where a building permit has been issued to erect a new building on the site of the residential property sought to be demolished and Section 33 (7) authorizes councils to impose conditions of the demolition permit; and

WHEREAS Section 5 (3) of the Municipal Act 2001, S.O. 2001, c. 25 provides that a municipal power, including a municipality’s capacity, rights, powers and privileges under Section 8, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise; and

NOW THEREFORE, the Council of the Corporation of the Municipality of Morris-Turnberry enacts as follows:

1. That the Corporation of the Municipality of Morris-Turnberry shall enter into an agreement with the owner of Concession 1, South Part of Lot 23, Turnberry Ward, in the Municipality of Morris-Turnberry, County of Huron, Province of Ontario, attached hereto and forming part of this by-law; and

2. That the Mayor and Clerk are authorized and directed to execute all documents necessary in that behalf and to affix thereto the Seal of the Corporation; and

3. That this by-law shall come into force immediately upon its passing.

Read a FIRST and SECOND time this 13th day of August 2019

Read a THIRD time and FINALLY PASSED this 13th day of August 2019

Mayor, Jamie Heffler

Clerk, Trevor Hallam
THIS AGREEMENT made as of the 13th day of August, 2019.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY, a Corporation incorporated pursuant to the laws of the Province of Ontario

(hereinafter called "the Municipality")

OF THE FIRST PART

- and -

P D SCHLEGEL LIMITED, a Corporation incorporated pursuant to the laws of the Province of Ontario

(hereinafter called "the Owner ")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of Concession 1, South Part of Lot 23, Turnberry Ward (hereinafter referred to as “the subject lands”);

AND WHEREAS the parties hereto are desirous to enter into an agreement setting out the demolition of the current residence located on the subject lands;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. That the Owner will demolish the current residence located on the subject lands and may reside in the current residence for a time period within one (1) year of the date of the building permit, being August 1st, 2019.

2. That the current residence must be removed to the satisfaction of the Chief Building Official for the Municipality by August 1st, 2020.

3. That the Chief Building Official for the Municipality will inspect the premises August 1, 2020, to confirm that the current residence has been demolished and debris removed, to his/ her satisfaction.
4. That if the current residence is not demolished by the Owner by August 1st, 2020 the Municipality has the right to enter the subject lands and cause the temporary dwelling to be removed and the area restored to the satisfaction of the Chief Building Official for the Municipality, with all costs being borne by the Owner. If the costs are not paid within 30 days after demolition, all costs will be added to the property taxes for the subject lands and shall be collected in the same manner as taxes.

5. That this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, successors and assigns.

6. That this Agreement shall be governed by the Laws of Ontario and the Laws of Canada applicable therein.

7. That this Agreement may be executed in any number of counterparts with the same effect as if all parties to this Agreement had signed the same document, and all counterparts will be construed together and constitute one and the same instrument. This Agreement may be executed and delivered by fax transmission and electronic mail.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED in the presence of

THE CORPORATION OF THE MUNICIPALITY OF MORRIS-TURNBERRY

Per: 

Per: 

We have the authority to bind the Corporation.

P D SCHLEGEL LIMITED

Per: 

Per: 

We have the authority to bind the Corporation.