

**CORPORATION OF THE TOWN OF AMHERSTBURG
BY-LAW NO. 2014-88**

**By-law to authorize the execution of a Demolition Agreement between
Richard Laframboise and the Council of
The Corporation of the Town of Amherstburg
5775 Concession 5 North, 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 Council of The Corporation of the Town of Amherstburg and owners of said property have agreed to the terms and conditions of a Demolition Agreement in the form annexed hereto;


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

1. That By-law 2014-30 is hereby repealed.
2. That the Mayor and Clerk be hereby authorized to enter into a Demolition Agreement between Richard Laframboise and Jeanne Laframboise and The Corporation of the Town of Amherstburg for the demolition of a second dwelling at 5775 Concession 5 North, said agreement affixed hereto.
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 31st day of July, 2014.



MAYOR - WAYNE HURST



CLERK - PAULA PARKER

The applicant(s) hereby applies to the Land Registrar.

Properties

PIN 01550 - 0107 LT
Description PT S1/2 LT 11 CON 5 ANDERDON AS IN R1082245; S/T INTEREST IN R280467 & R250576; S/T EXECUTION 01-00117, IF ENFORCEABLE; AMHERSTBURG
Address AMHERSTBURG

Consideration

Consideration \$ 1.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name LAFRAMBOISE, RICHARD
Address for Service 5781 Concession 5 North
Amherstburg, Ontario
N9V 2Y9

This document is not authorized under Power of Attorney by this party.

Name LAFRAMBOISE, JEANNE ANNE
Address for Service 5781 Concession 5 North
Amherstburg, Ontario
N9V 2Y9

This document is not authorized under Power of Attorney by this party.

Party To(s)

Capacity

Share

Name THE CORPORATION OF THE TOWN OF AMHERSTBURG
Address for Service 271 Sandwich Street South
Amherstburg, Ontario
N9V 2A5

This document is being authorized by a municipal corporation Wayne Hurst, Mayor and Paula Parker, Deputy Clerk.

This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Rose Dufour 455 Pelissier Street acting for First Signed 2014 08 11
Windsor Applicant(s)
N9A 6Z9
Tel 519-255-4316
Fax 519-255-4384

The applicant(s) hereby applies to the Land Registrar.

Signed By

Rose Dufour	455 Pelissier Street	acting for	Last Signed	2014 08 11
	Windsor N9A 6Z9	Applicant(s)		
Tel 519-255-4316				
Fax 519-255-4384				

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

MCTAGUE LAW FIRM LLP	455 Pelissier Street	2014 08 11
	Windsor	
	N9A 6Z9	
Tel 519-255-4316		
Fax 519-255-4384		

Fees/Taxes/Payment

Statutory Registration Fee	\$60.00
Total Paid	\$60.00

File Number

Party To Client File Number : 61175

DEMOLITION AGREEMENT

THIS AGREEMENT made in triplicate this 31st day of July, 2014.

BETWEEN:

RICHARD LAFRAMBOISE

(hereinafter called "**Owner**")

OF THE FIRST PART;

- and -

THE CORPORATION OF THE TOWN OF AMHERSTBURG

(hereinafter called the "**Corporation**")

OF THE SECOND PART;

- and -

JEANNE LAFRAMBOISE

(with a life interest in the Subject Lands)

OF THE THIRD PART;

Hereinafter collectively referred to as the "**Parties**"

WHEREAS the Owner owns the lands described in Schedule "A" attached hereto, and are hereinafter referred to as the "**Subject Lands**";

AND WHEREAS the Owner wishes to build a second dwelling on the Subject Lands;

AND WHEREAS Council for the Town has agreed to permit the second dwelling on a temporary basis on the condition that the Owner enter into this agreement;

AND WHEREAS it is a condition for obtaining a building permit for the second dwelling that the Owner enter into this agreement;

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

1. The above recitals form an integral part of this agreement and are incorporated into it by reference.
2. The Owner agrees to the demolition of the older dwelling located on the Subject Lands following the earlier of (1) Jeanne Laframboise ceasing to reside in the dwelling and releasing her life estate in the Subject Lands; (2) the death of Jeanne Laframboise; and (3) three years after the signing of this agreement. The Parties agree that it is not the intention of the Corporation to displace Jeanne Laframboise from the dwelling and therefore this agreement shall require the renewal of Council for subsequent three year terms until such time as either of the circumstances noted in subparagraphs (1) or (2) arise.
3. The Owner acknowledges that should they fail to remove the older dwelling in keeping with this agreement that the Town, in addition to any other remedy it may have, may enter upon the Subject Lands and remove the said older dwelling at the Owner's expense and may recover such costs as it incurs from

the Owner or any future owners in like manner as taxes or by any other lawful means.

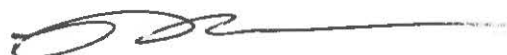
4. The Owner and Jeanne Laframboise agree to the registration of this agreement on the title to the Subject Lands.
5. The Owner agrees to pay the Town's costs, including legal fees, incurred in the preparation and registration of this agreement upon demand.
6. The Owner agrees that time shall be of the essence and any dates or deadlines set out in this Agreement are to be strictly adhered to.
7. All rights and remedies given to the Town by this Agreement are distinct, separate and cumulative and may be jointly or separately exercised by the Town and shall not be deemed to be in exclusion of any other rights or remedies available to the Town under this Agreement or otherwise at common law or by statute. No delay or omission by the Town in exercising any such right or remedy shall operate as a waiver of them or any other right or remedy, and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy.
8. Neither this Agreement nor any part of it may be assigned by the Owner.

NOTICE

9. Any notice under this Agreement shall be deemed to have been given if delivered personally or mailed by registered mail to:
 - (a) To the Town:
Town of Amherstburg
271 Sandwich Street South
Amherstburg, Ontario
N9V 2A5
Attention: Town Clerk
 - (b) To the Owner:
Richard Laframboise
5781 Concession 5 North
Amherstburg, Ontario
N9V 2Y9
 - (c) Or to such other address which the parties to be notified shall have given written notice to the other parties.
 - (d) Any notice given or delivered pursuant to this paragraph shall be deemed to have been given at the time it was delivered or three (3) days following the date of mailing, as the case may be.
10. This Agreement contains the entire and only understanding between the parties relating to the subject property of this Agreement and supersedes all prior agreements, arrangements, promises, representations or other understandings, whether written or oral, between them. This Agreement shall not be amended, in any way, except in writing executed by all parties with the same formalities, including all necessary prior approvals, as this Agreement.
11. If any of the provision of this Agreement or their application to any person or circumstance are to any extent illegal, invalid or unenforceable, the remainder of this Agreement shall be construed as if such illegal, invalid or unenforceable provisions had never been contained in it.
12. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada.

13. All covenants and conditions contained in this Agreement shall be deemed to be covenants running with the Property and shall be binding on the Owner and the Owner's heirs, executors, administrators, successors and assigns and upon all future owners and occupants of the Property.
14. The Owner acknowledges having obtained independent legal advice from its own lawyer with respect to the terms of this Agreement prior to execution, and further acknowledges that it understands the terms and conditions, and its obligations and liabilities, under this Agreement.
15. This Agreement shall be read with such changes of gender or number or corporate status as the context may require.
16. Any note appearing as a heading in this Agreement has been so inserted for convenience and reference only and of itself cannot define, limit or expand the scope or meaning of this Agreement or any of its provisions.
17. Upon the removal of the older dwelling from the Subject Lands the Town agrees at the owners expense to execute all documents necessary to delete this agreement from the title of the Property.

IN WITNESS WHEREOF the Parties have executed this Agreement, as of the date set out above, under the hands and seals of their respective and duly-authorized signing officers.

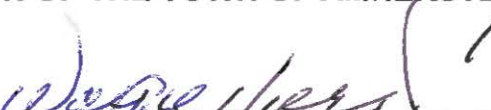


 Richard Laframboise



 Jeanne Laframboise

THE CORPORATION OF THE TOWN OF AMHERSTBURG



 Per: Wayne Hurst, Mayor



 Per: Paula Parker, Clerk

We have authority to bind the (Municipal) Corporation

Authorized and approved by By-law
 No. 2014-88 enacted the 31st day of
 July, 2014.

SCHEDULE "A"**LEGAL DESCRIPTION OF THE SUBJECT LANDS**

Part of Lot 11, Concession 5, Town of Amherstburg, County of Essex,
Being Part of PIN 01550-0107 (LT).