

**CORPORATION OF THE TOWN OF AMHERSTBURG  
BY-LAW NO. 2018-56**

**By-law to authorize the execution of a Demolition Agreement between  
Sean and Veronica Hadrian and Gordon Hadrian  
the Council of the Corporation of the Town of Amherstburg  
2376 Front Road North, Amherstburg**

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**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 the Mayor and Clerk be hereby authorized to enter into a Demolition Agreement between Sean Hadrian, Veronica Hadrian and Gordon Hadrian and the Corporation of the Town of Amherstburg for the demolition of a second dwelling at 2376 Front Road North, said agreement affixed hereto.
2. 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 23<sup>rd</sup> day of October, 2018.

  
\_\_\_\_\_  
MAYOR- ALDO DICARLO

  
\_\_\_\_\_  
CLERK- PAULA PARKER

## DEMOLITION AGREEMENT

**THIS AGREEMENT** made in quadruplicate this 23<sup>rd</sup> day of October, 2018.

BETWEEN:

**SEAN HADRIAN and VERONICA JEAN HADRIAN**

(hereinafter called "Owner")

OF THE FIRST PART;

- and -

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

(hereinafter called the "Corporation")

OF THE SECOND 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 which is not permitted by Zoning By-law 1999-52, as amended;

**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 at 2376 Front Road North, on the Subject Lands following the earlier of (1) Gordon Hadrian ceasing to reside in the dwelling on the Subject Lands; (2) the death of Gordon Hadrian; or (3) three years after the signing of this Agreement.
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. The Owner shall provide the Town, in a form satisfactory to the Town, a self-renewing irrevocable Letter of Credit from the Owner in the aggregate amount of \$15,000 available on demand as follows: Pursuant to the request of the Town, the self-renewing irrevocable Letter of Credit may be drawn on by the Town at any time and from time to time upon written demand for payment made. This shall be finalized prior to the release of the said building permit for the second dwelling unit. The Letter of Credit shall be held by the Town until such a time that one of the dwelling units is demolished and shall then be

a self-renewing irrevocable Letter of Credit from the Owner in the aggregate amount of \$15,000 available on demand as follows: Pursuant to the request of the Town, the self-renewing irrevocable Letter of Credit may be drawn on by the Town at any time and from time to time upon written demand for payment made. This shall be finalized prior to the release of the said building permit for the second dwelling unit. The Letter of Credit shall be held by the Town until such a time that one of the dwelling units is demolished and shall then be returned to the Owners. If one of the dwelling units has not been demolished upon the expiry of three (3) years from the date of the signing of this Agreement, the Town reserves the right to draw upon the Letter of Credit.

4. The Owner and Gordon Hadrian agree to the registration of this Agreement on the title to the Subject Lands.
5. The Owner agrees to pay the following:
  - (a) Town's costs, including legal fees, incurred in the preparation and registration of this Agreement upon demand.
  - (b) Any and all costs and expenses (including reasonable legal fees) incurred by the Town in connection with the enforcement of any provision of this Agreement arising from, or relating to, the Owner's breach of the Owner's obligations contained in this Agreement.
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:  
Sean and Veronica Jean Hadrian  
2376 Front Road North  
Amherstburg, Ontario  
N9V 3R3
  - (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 Owner's 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.

  
\_\_\_\_\_  
Sean Hadrian

  
\_\_\_\_\_  
Veronica Jean Hadrian

**THE CORPORATION OF THE TOWN OF AMHERSTBURG**

  
\_\_\_\_\_  
Per: Aldo DiCarlo, Mayor

  
\_\_\_\_\_  
Per: Paula Parker, Clerk

*We have authority to bind the (Municipal) Corporation*

**SCHEDULE "A"**

**LEGAL DESCRIPTION OF THE SUBJECT LANDS**

Part of Lots 41 and 42, Concession 1,  
RP 12R-22135, Part  
Town of Amherstburg, County of Essex,

**Properties**

PIN 70551 - 0168 LT

Description PART LOTS 41-42 CON 1 ANDERDON AS IN R811082; EXCEPT PT 1 PL 12R16422, PT 1 PL 12R22135, PT 1 PL 12R23103, PTS 1,2,7 AND 8 PL 12R25510; SUBJECT TO AN EASEMENT OVER PT 2 PL 12R16422 IN FAVOUR OF PT 1 PL 12R22135 AS IN CE218560; TOWN OF AMHERSTBURG

Address 2376 FRONT ROAD NORTH  
AMHERSTBURG

PIN 70551 - 0175 LT

Description PART LOT 41 CON 1 ANDERDON BEING PT 1 12R22135, EXCEPT PT 6 PL 12R25510; TOGETHER WITH AN EASEMENT OVER PT 2 PL 12R16422 AS IN CE218560; TOWN OF AMHERSTBURG

Address 2376 FRONT ROAD NORTH  
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 HADRIAN, SEAN  
Address for Service 2376 Front Road North  
Amherstburg, ON

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

Name HADRIAN, VERONICA JEAN  
Address for Service 2376 Front Road North  
Amherstburg, ON

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

**Party To(s)**

Capacity

Share

Name THE CORPORATION OF THE TOWN OF  
AMHERSTBURGAddress for Service 271 Sandwich Street South  
Amherstburg, ON N9V 2A5

I, Rebecca Belanger, Manager of Planning Services, have the authority to bind the corporation

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 may be deleted by the Land Registrar when the registered instrument, CE880293 registered on 2019/04/04 to which this notice relates is deleted

This notice is for an indeterminate period

Schedule: See Schedules

**Signed By**

Thomas Robert Porter

500-251 Goyeau Street  
Windsor  
N9A 6V2acting for  
Applicant(s)

Signed 2019 04 16

Tel 519-258-0615

Fax 519-258-6833

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

**Submitted By**

MOUSSEAU DELUCA MCPHERSON PRINCE

500-251 Goyeau Street  
Windsor  
N9A 6V2

2019 04 16

Tel 519-258-0615

**Submitted By**

Fax 519-258-6833

**Fees/Taxes/Payment**

Statutory Registration Fee	\$64.40
Total Paid	\$64.40