

**THE CORPORATION OF
THE TOWNSHIP OF BONNECHERE VALLEY
BY-LAW NUMBER 2008-103**

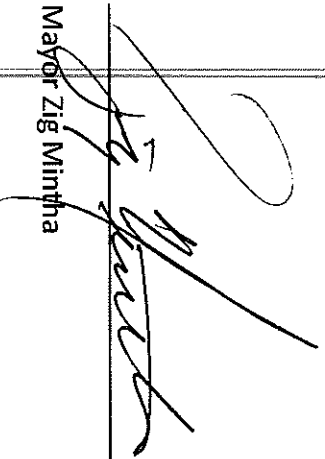
Being a by-law to authorize the execution of an Agreement between the Township of Bonnechere Valley and Janet Theresa Howard and Michael John Petriini. This by-law amends By-Law 2008-79.

WHEREAS the Council of the Corporation of the Township of Bonnechere Valley deems it expedient to enter into an agreement between Janet Theresa Howard and Michael John Petriini.


NOW THEREFORE the Corporation of the Township of Bonnechere Valley enacts as follows:

1. THAT the Mayor, or his or her designate, and the Chief Administrative Officer, or his or her designate, be and they are hereby authorized to sign on behalf of the Township of Bonnechere Valley the agreement attached hereto and marked as Schedule "A" to this By-Law.
2. THAT this by-law shall come into force and take effect upon the date of the final passing thereof.
BE READ A FIRST AND SECOND TIME THIS 16th DAY OF DECEMBER 2008.

BE DEEMED READ A THIRD TIME AND PASSED THIS 16th DAY OF DECEMBER, 2008.



Mayor Zig Mintha



CAO Bryan Martin

Schedule "A"

THIS AGREEMENT MADE IN DUPLICATE

This 16th day of December 2008

Between:

Janet Theresa Howard

And

Michael John Petrini

(Hereinafter called the "Owners")

Owners of Con 19, Pt Lot 31 in the geographical Township of Grattan

AND

The Corporation of the Township of Bonnechere Valley
(Hereinafter called the "Municipality")

WHEREAS the owners own property described as Part Lot 31, Concession 19 being 417 Howard Road;

AND WHEREAS the Owners have made an application to construct a new single detached dwellings on this parcel of land;

AND WHEREAS Zoning By-Law 2006-28 allows for only one single detached dwelling on a parcel of land;

AND WHEREAS the owners wish to use the existing single detached dwelling on this property as their temporary residence while their new single detached dwelling is being constructed;

AND WHEREAS the Owners have declared that their new single detached dwelling will be constructed by _____ 2008

NOW THEREFORE this Agreement witnesseth that in consideration of the premises and mutual covenants herein contained, the Parties covenant and agree as follows:

1. The Municipality grants permission to the Owners to use an existing single detached dwelling on this property as a temporary residence while the construction of their new new single detached dwelling is being completed.
2. The Owners agree to have the said existing single detached dwelling be removed within 180 days of the granting of an occupancy permit for the new single detached dwelling or to have the building converted to a storage facility, i.e. removing plumbing and cooking facilities.
3. The Owners agree that if the said existing single detached dwelling is not removed and/or demolished from their property within 180 days of the granting of an occupancy permit for the new single detached dwelling, as outlined in Clause 2, that the Municipality has the right to enter onto the Owners property to remove the said existing single detached dwelling. The Owners are responsible to pay for any legal or administrative fees incurred by the Municipality in carrying out the removal of the said detached dwelling.

THIS agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, successors in title and assigns.

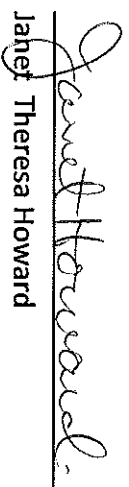
IN WITNESS WHEREOF the Parties hereto have hereunder set their hand and the corporate seal on the date written above

Signed and Sealed

In the Presence of

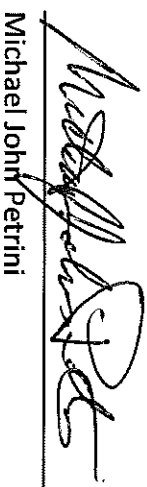


Witness

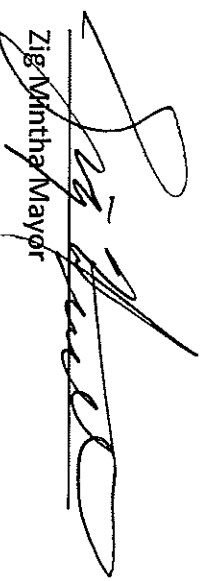

Janet Theresa Howard

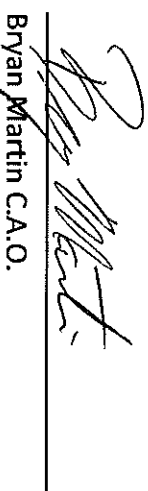


Witness


Michael John Petriani

The Corporation of the Township of **Bonnechere Valley**


Zigminta Mayor


Bryan Martin C.A.O.