

THE CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

BY-LAW NUMBER # 12-10-562

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A By-Law to Authorize the Corporation of the Township of Whitewater Region to enter into an Agreement with Robert Baker to permit a mobile home as a temporary residence for a specified period.

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**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** the Council of the Township of Whitewater Region has reviewed the attached agreement and is of the opinion that the attached agreement is desirable.

**NOW THEREFORE** the Council of the Township of Whitewater Region enacts as follows:

1. That the Mayor and Chief Administrative Officer 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 Whitewater Region and to affix to it the corporate seal of the Corporation of the Township of Whitewater Region.
2. That agreement attached hereto shall form a part of this By-Law.
3. This By-Law shall come into force and take effect upon the date of the final passing thereof.

Read a FIRST and SECOND time this 3<sup>rd</sup> day of October, 2012.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
Interim CAO/CLERK

Read a THIRD time and FINALLY passed this 3<sup>rd</sup> day of October, 2012.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
Interim CAO/CLERK

## AGREEMENT

**BETWEEN:**

**The Corporation of the Township of Whitewater Region**

**"Hereinafter referred to as the Municipality"**

**- and -**

**Robert Baker**

**"Hereinafter referred to as the Owner"**

**WHEREAS** the Owner is the owner of lands legally described as Part of Lot 9, Con 8, being Part 1 on Plan 49R-14433, in the Geographic Township of Ross now in the Township of Whitewater Region and located at 2182 Foresters Falls Road.

**AND WHEREAS** the Owner wishes to place a mobile home on the said property as a temporary residence while a new dwelling is being constructed to replace a previous dwelling destroyed by fire.

**AND WHEREAS** the Parties have agreed to enter into an agreement providing for the temporary use of this non-conforming mobile home for a limited period of time after which the said structure will be removed at the expense of the Owner.

**THEREFORE IN CONSIDERATION** of the Municipality allowing a mobile home as a temporary residence on the property for a specific period, the Parties hereto agree as follows:

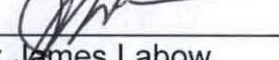
1. The Owner agrees that the mobile home is a temporary residence only and it is non-conforming and in violation of Municipal By-Laws.
2. The Owner agrees that while the mobile home is located on the property at 2182 Foresters Falls Road it will be connected to an approved water source and sewage disposal system.
3. The Owner agrees that he will remove this said building to the satisfaction of the Chief Municipal By-Law Officer by January 2, 2014 or one month after an occupancy permit has been issued for the new dwelling, whichever comes first. If a later date is required, an extension must be given in writing by the Chief Building Inspector, the decision being exclusively within the discretion of the Chief Building Inspector for the Municipality.
4. That the Owner will deliver to the Municipality the sum of Three Thousand Five Hundred (\$3,500.00) Dollars by way of cash or a Banking Letter of Credit to be held as surety for the performance of this Agreement. In the event the Owner fails to honor the terms of this Agreement the Municipality will be at liberty to enter onto the property of the Owner and remove the mobile home using the surety funds for that purpose and in the event that the Municipality in removing the said structure incurs further costs beyond the said Three Thousand Five Hundred (\$3,500.00) Dollars the Municipality will add the additional costs as a lien on the property and collect the same as taxes.
5. The Owner agrees that he will erect a new dwelling on the premises in accordance with the former Township of Ross Zoning By-law 23-92 and all other applicable by-laws. Upon mutual consent of this agreement the Municipality will issue all required permits once we have received the proper applications and all required documentation.
6. The Owner agrees that the Municipality may if it so desires register

notice of this Agreement on the Owner's title.

7. This agreement shall ensure to the benefit of and be binding on the respective heirs, executors, administrators and assigns of each of the parties to it.

Dated at Cobden, Ontario this 3<sup>rd</sup> day of October, 2012.

The Corporation of the Township of Whitewater  
Region

Per:   
Name: James Labow  
Title: Mayor

Per:   
Name: Annette Mantifel  
Title: Interim CAO/Clerk

Dated at Cobden, Ontario this 26 day of September, 2012.

  
Robert Baker