

APPENDIX B



**AGREEMENT**

**THIS AGREEMENT** made (in triplicate) this 14<sup>th</sup> day of September, 2020,

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF KINGSVILLE**

(hereinafter called the "Corporation")

**OF THE FIRST PART**

-and-

**BENJAMIN & SARA EPP**

(hereinafter called the "Owner")

**OF THE SECOND PART**

**WHEREAS**, the Owner in fee simple of the lands and premises described as 3621 County Road 31 being Concession 7, Part of Lot 25 in the Town of Kingsville, in the County of Essex, Province of Ontario (the "Subject Lands");

**AND WHEREAS**, the Owner intends to construct a dwelling (the "New Dwelling") prior to demolishing the existing single detached dwelling (the "Existing Dwelling") on the Subject Lands;

**AND WHEREAS** as a condition of the approval of a building permit for the said lands the Corporation and the Owner must enter into this agreement:

1. Upon proper application by the Owner including the submission of all necessary applications, plans and blueprints, and upon payment of the usual building permit fee and other fees, if any, the Corporation shall issue a building permit so as to allow the Owner to construct a New Dwelling in accordance with the application, plans and blueprints submitted.
2. The Owner shall proceed with all reasonable expediency to construct a New Dwelling on the Subject Lands after entering into this Agreement with the Corporation and obtaining the necessary permits.
3. Within eighteen (18) months of entering into this Agreement, the Owner shall construct the New Dwelling on the Subject Lands and ensure that the Existing Dwelling is demolished.
4. The Owner shall agree, prior to requesting a final occupancy, make application for the necessary permits to demolish the Existing Dwelling on the Subject Lands.

5. Within ninety (90) days after receiving approval to occupy the New Dwelling and obtaining the necessary permits, the Owner shall proceed to demolish the Existing Dwelling on the Subject Lands. In the event that the Owner fails to demolish the Existing Dwelling in accordance with this provision, the Owner agrees that the Corporation, on ten (10) days' notice to the Owner, may enter upon the Subject Lands and complete the demolition of the Existing Dwelling at the expense of the Owner.
6. The Owner further agrees to deposit with the Corporation, to be held by the Corporation without interest, at the time a building permit is issued to it, a Performance Security in the form of a certified cheque, cash or an Irrevocable Letter of Credit which is automatically extended, or other security in form satisfactory to the Corporation's Solicitor, in the sum of **\$10,000 (CAD)** to guarantee the due performance of the Owner's obligations under this Agreement, within the time period specified in paragraphs 3 and 5 hereof. No Performance Security shall be released until the Owner has complied fully with its obligations with the provisions of this Agreement.
7. If the Owner is in default of any matter, obligation or thing required to be done by this Agreement, the Corporation may, on ten (10) days' notice to the Owner, enter upon the Subject Lands and take the necessary steps to ensure that the matter, obligation or thing required to be done is completed at the entire expense of the Owner, who shall forthwith pay the same on demand. If the Owner fails to make payment within fifteen (15) days of demand, the Corporation, in its sole discretion, is at liberty to recover the expenses incurred by realizing on the Performance Security deposited by the Owner without requiring the consent of the Owner before taking action in that regard, or may add the costs to the tax roll and collect them in the same manner as property taxes.
8. Upon completion of demolition of the existing dwelling and all final building inspections, the Corporation shall have no further interest in the Owner's lands and premises under this Agreement.
9. Any notice required to be given under this Agreement shall be given in writing and may be delivered personally, by courier, or by registered mail, to the addresses listed below. If delivered by courier, the mailing shall be deemed received on the third day after it is deposited with the courier, and if delivered by registered mail, shall be deemed to have been received on the fifth day after it has been deposited with the government post office.

**The Corporation**

2021 Division Street North  
 Kingsville, ON N9Y 2Y9  
 Attention: Manager of Planning  
 Services

**The Owner**

3621 County Road 31  
 Kingsville, ON N9Y 2E4  
 Attention: Benjamin & Sara Epp

10. The Owner agrees that the Corporation may, in its sole discretion, register this Agreement on title against the Subject Lands in the Registry Office at the Owner's expense.
11. **THIS AGREEMENT** shall be binding upon the parties hereto and their respective heirs, successors, and assigns.

**IN WITNESS WHEREOF** the said parties hereto have duly executed the agreement on the date first written above.

SIGNED SEALED AND DELIVERED

**PROPERTY OWNERS**

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
BENJAMIN EPP

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
SARA EPP

**THE CORPORATION OF THE TOWN OF KINGSVILLE**

\_\_\_\_\_  
MAYOR NELSON SANTOS

\_\_\_\_\_  
JENNIFER ASTROLOGO, CLERK