

Appendix B



AGREEMENT

THIS AGREEMENT made (in triplicate) this 13th day of October, 2020,

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE

(hereinafter called the "Corporation")

OF THE FIRST PART

-and-

2615453 ONTARIO INC.

(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS, the Owner in fee simple of the lands and premises described as 42 Division St. N being Lot 5, Plan 184 and 185 in the Town of Kingsville, in the County of Essex, Province of Ontario (the "Subject Lands");

AND WHEREAS, the Owner intends to widen and existing access apron (the "Access") on the Subject Lands;

AND WHEREAS as a condition of the approval of an encroachment 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 fees, if any, the Corporation shall issue permit for the Owner to construct an upgraded access in accordance with the application, plans and blueprints submitted and depicted in Schedule 'A-2020' to this agreement.
2. The Owner shall proceed with all reasonable expediency to complete the upgraded access on the Subject Lands after entering into this Agreement with the Corporation and obtaining the necessary permits.

3. The Owner further agrees to deposit with the Corporation, to be held by the Corporation without interest, at the time a 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 **\$1,000 (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.
4. 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.
5. 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

1319 Road 2 W
Kingsville, ON N9Y 2E4
Attention: Al Sauve

6. 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.
7. **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

WITNESS

I HAVE AUTHORITY TO BIND THE CORPORATION
2615453 ONTARIO INC.

THE CORPORATION OF THE TOWN OF KINGSVILLE

MAYOR NELSON SANTOS

JENNIFER ASTROLOGO, CLERK

SCHEDULE 'A-2020'

