



AGREEMENT

THIS AGREEMENT made (in triplicate) this 26th day of March, 2018,

BETWEEN:

THE CORPORATION OF THE TOWN OF KINGSVILLE

(hereinafter called the "Corporation")

OF THE FIRST PART

-and-

DEAN BERNARDES

(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS, the Owner in fee simple of the lands and premises described as 267 Road 3 E being Concession 2, ED, Part of Lot 2, 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. 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.

4. The Owner shall proceed to demolish the existing dwelling on the subject lands after receiving approval to occupy the new dwelling and obtaining the necessary permits within 90 days of receiving approval to occupy the new dwelling or the Corporation has the authority to enter the site and demolish the structure at the entire expense of the Owner.
5. 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 paragraph 4 hereof. No Performance Security shall be released until the Owner has complied fully with its obligations with the provisions of this Agreement.
6. If the Owner is in default of any matter, obligation or thing required to be done by this Agreement, the Corporation may direct that such matter or thing be done at the entire expense of the Owner and the Corporation may recover the expense incurred in doing it by adding the costs to the tax roll and collecting them in the same manner as property taxes. The Owner hereby authorizes the Corporation to enter upon the subject lands to do such matters or things.
7. 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.
8. **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 OWNER

WITNESS

DEAN BERNARDES

THE CORPORATION OF THE TOWN OF KINGSVILLE

MAYOR NELSON SANTOS

JENNIFER ASTROLOGO, CLERK