

**THIS AGREEMENT** made this 1<sup>st</sup> day of February, 2022

**BETWEEN:** Karl Roger Elliott and Mabel June Elliott  
hereinafter called the "Owners" of the first part

**AND:** The Corporation of the Municipality of Lambton Shores  
hereinafter called the "Municipality" of the second part.

**WHEREAS** the Owners represent and warrant that they are the registered owners of Concession 4, Part Lot 20 (BO), known municipally as 2 Allen Street, Thedford, in the Municipality of Lambton Shores in the County of Lambton and in the Province of Ontario (the said lands);

**AND WHEREAS** the Owners intend to apply for a building permit for the construction of a single detached dwelling on the said lands and have requested special permission to occupy the existing single detached dwelling on said lands during the construction of a said single detached dwelling;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that the parties hereto covenant and agree as follows:

1. The Municipality hereby grants the Owners permission to maintain the existing single detached dwelling (the existing dwelling) on the said lands and occupy same during the construction of the new single detached dwelling (the new dwelling), subject to the Owners obtaining the necessary permits for the new dwelling from the agencies responsible for the same.
2. The Owners agree to comply with the regulations of the Ontario Building Code and to comply with all other by-laws and regulations affecting the said lands.
3. If a permit for the new dwelling has been issued and construction of the new dwelling commenced, the Owner agrees that the existing dwelling will be removed from the said lands within either 6 months of the new dwelling receiving permission to be occupied or within 24 months of the date of execution of this agreement, whichever date is earlier. The Owner agrees to obtain all required permits for the removal of the existing dwelling and to carry out the removal and restore the site in accordance with the requirements of said permits.
4. The Owners agree to deliver to the Municipality, as a security for the completion of the requirements under this Agreement, a Letter of Credit or cash, in the amount of Five Thousand Dollars (\$5,000.00).

If the Owners default in the performance of any of the obligations under this Agreement for a period of thirty (30) working days after notice in writing thereof to the Owners by the Municipality, the Municipality may, at its own discretion, do the work and perform the services and supply the materials so in default or any part thereof and the Owners shall pay the Municipality forthwith on demand the costs thereof to the Municipality. Failing to do so, the Municipality reserves the right to collect the same as municipal taxes. All

monies payable to the Municipality under this Agreement and all interest accruing on the monies in default shall be a charge on the said lands; the Municipality may also claim against any Letter of Credit or other security or deposit filed with the Municipality with respect to any monies or interest owing the Municipality herein.

5. The Owners shall and does hereby release, discharge and covenant and agree at all times to indemnify and save harmless the Municipality and the Chief Building Official from and against all claims, including:
  - a. all claims to property damage or injuries, including injuries resulting in death, to any property or person or persons and any consequential damages arising from such damage or injuries, whether such damage or injuries be caused by or attributable to the negligence of the Municipality or its officers, agents, servants, employees, or otherwise; and
  - b. all demands, liability, loss, costs, damages, expenses, compensation, awards or payments of every kind or nature whatsoever by whomsoever incurred, sustained, suffered, made, paid, brought, or taken, in any manner connected with, caused by or attributable to the entry into this Agreement, the performance or failure to perform the terms and conditions hereof.
6. If the Chief Building Official or his/her designate determines that the subject construction has not been completed, removed or site restores as required by this Agreement, the Chief Building Official or his/her designate may cause the subject construction to be completed, removed and the site restored and for this purpose the Chief Building Official, an inspector and the agents may enter upon the said lands and construction governed by this Agreement at any reasonable time without warrant.
7. This agreement may be registered against the said lands and the Municipality is entitled to enforce its provisions against the Owner and, subject to the *Registry Act* and the *Land Titles Act*, any and all subsequent owners of the said lands.
8. This agreement shall be binding upon the Owners or heirs, executors, administrator, successors and assigns of the said lands.
9. The Agreement must be executed by all parties or the Agreement shall become null and void.
10. Any amendments or extensions to this agreement shall be agreed to in writing by both parties.
11. This agreement shall be read with all changes in gender or number required by the context.

**IN WITNESS WHEREOF** the Owners and the Municipality have fixed their signatures and Corporate Seal attested to by the hands of their proper officers, duly authorized in that behalf.

OWNER:

\_\_\_\_\_  
Karl Roger Elliott

\_\_\_\_\_  
Mabel June Elliott

MUNICIPALITY:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk