

THIS AGREEMENT made this day of , 2022.

BETWEEN: TOP SHELF PROPERTIES INC.

(Hereinafter called the "Owner")

OF THE FIRST PART

AND

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

(Hereinafter called the “Municipality”)

OF THE SECOND PART

WHEREAS the Owner represents and warrants that they are the registered Owner of 62 Main Street in the Municipality of Lambton Shores in the County of Lambton and in the Province of Ontario:

AND WHEREAS the Owner has requested a Conditional Building Permit from the Municipality prior to meeting all requirements to obtain a Building Permit according to the Building Code Act 1992, s.8(2);

AND WHEREAS the Chief Building Official is satisfied that meeting such requirements would unreasonably delay the Development of the lands;

AND THEREFORE NOW in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the Parties agree one with the other as follows:

1. The lands affected by this Agreement (hereinafter referred to as the “subject lands”) are legally described as LT 15 S/S HURON ST. PL 1 GRAND BEND; PT LOT 14 S/S HURON ST PL 1 GRAND BEND; PT LOT 62 PL 4 GRAND BEND AS IN L810834, T/W L766264; LAMBTON SHORES, County of Lambton.
2. The construction affected by this Agreement (hereinafter referred to as the “subject construction”) is that construction proposed in a building permit application(s) filed with the Municipality with the locations subject to Municipal approval. The subject lands are those lands described on the said building permit application(s).
3. Upon the issuance of a Conditional Building Permit for the subject construction to be erected on the subject lands, the Developer agrees to assume all risks involved in commencing construction before every requirement for a building permit has been met, and, to this end hereby shall indemnify and save harmless the Municipality and

the Chief Building Official from and against all claims arising from the issuance of a conditional building permit.

4. The Developer hereby agrees:
 - a. To obtain all necessary approvals and meet all conditions as shown on Schedule 'A', prerequisite to the issuance of a building permit;
 - b. To file any required plans and specifications of the complete building by the date cited in 'A');
 - c. To remove the building foundation and restore the site back to its original state and use if all necessary approvals have not been obtain;
 - d. To assume the expense of removing the building foundation and restoring the site to its original state and use;
 - e. To comply with the development standards that are applicable to the subject lands including but not limited to site servicing, tree protection, fire protection and storm water management.
5. The site restoration referred to in this Agreement shall be to the conditions present at the time of the building permit application and shall include the removal of the subject construction, the replacement of all vegetative matter, the stabilization of slopes and the restoration of drainage patterns. Restoration must commence to the satisfaction of the Chief Building Official or his/her designate within 30 days of the date cited in (a) or as otherwise directed by the Chief Building Official or his/her designate.
6. If the Chief Building Official or his/her designate determines that the subject construction has not been removed or a site restored as required by this Agreement, the Chief Building Official or his/her designate may cause the subject construction to be removed and the site restored and for this purpose the Chief Building Official, an inspector and their agents may enter upon the subject land and construction governed by this Agreement at any reasonable time and without warrant.
7. The Developer 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 for 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 and all actions, suits or proceedings 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.
8. On or before execution of this Agreement:
- a. The Developer agrees to deliver cash, certified cheque or letter of credit in a form satisfactory to the Municipality (the “surety”) in the amount of \$50,000.00.
 - b. The letter of credit shall contain provisions satisfactory to the Municipality, in accordance with its standard format for letters of credit as of the date of submission of the letter of credit to the Municipality and shall provide for automatic renewal rights at the end of the terms.
 - c. If the Chief Building Official or his/her designate determines that the subject construction has not been removed or the site restored as required by the Agreement the surety may be drawn upon in full and the monies used to restore the site as provided for in paragraph 5.
 - d. Should costs associated with the removal of the subject construction and the restoration of the site be incurred by the Municipality in excess of the amount of the surety, the Municipality shall have a lien on the land for such amount and the amount shall be deemed to be municipal taxes and may be collected in the same manner and with the same priorities as municipal taxes.
 - e. Should there be full compliance with this Agreement, the surety will be returned to the Developer at the address provided on the application for building permit.
9. This Agreement may be registered against the subject lands and the Municipality is entitled to enforce its provisions against the Developer and, subject to the Registry Act and the Land Titles Act, any and all subsequent developers of the subject lands.
10. This Agreement shall be binding upon the Owner or heirs, executors, administrator, successors and assigns of all said lands.
11. Any amendments or extensions to this Agreement shall be agreed to in writing by both parties.

12. This Agreement shall be read with all changes in gender or number required in the context.

IN WITNESS WHEREOF the Developer has fixed their signature and Corporate Seal under the hand of its officer duly authorized in that behalf.

TOP SHELF PROPERTIES INC.

Perry Sempacos,
(I have the power to bind the Corporation)

**THE CORPORATION OF THE MUNICIPALITY
OF LAMBTON SHORES**

Bill Weber, Mayor

Stephanie Troyer-Boyd, Clerk

SCHEDULE 'A'

1. The Authorized Agent of the Developer agrees to submit all required drawings as required under the Ontario Building Code, Building Code Act and the Municipality of Lambton Shores Building By-law in order to obtain building permits.
2. The Authorized Agent of the Developer agrees that construction cannot proceed beyond completion of the building foundation and site works until such time as the requirements of this agreement and the applicable requirements of the development agreement are satisfied to the satisfaction of the Municipality of Lambton Shores.
3. That the application clearly identifies the location of the approved foundation and that such location is subject to the final approval of the Municipality of Lambton Shores.
4. The Authorized Agent of the Developer agrees that full permit fees including development charges are applicable at the time of the conditional permit issuance.
5. The Authorized Agent of the Developer agrees that plumbing permit fees are applicable at the time of the conditional permit issuance.