

THIS AGREEMENT made in duplicate the [redacted] day of September, 2022.

BETWEEN:

**Martin Martens
30 Morenz Lane
Grand Bend, ON N0M1T0**

(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

**REIMBURSEMENT AGREEMENT FOR THE INSTALLATION
OF A SEAWALL**

This Reimbursement Agreement for the installation of [redacted] m of steel sheet piling seawall on the municipal property adjacent to the owner's property ("Agreement"), made and entered into this [redacted] day of September, 2022 (the "Effective Date"), by and between the Municipality of Lambton Shores, "**Municipality**", and Martin Martens ("the **Owner**").

WHEREAS, The Owner owns certain property known as 30 Morenz Lane, Grand Bend, Ontario (the "**Property**"); and

WHEREAS, The Property is situated adjacent to the Park Hill Creek; and

WHEREAS, The shoreline along the Parkhill Creek is owned by the Municipality; and

WHEREAS, The Owner is desirous of having a steel sheet pile seawall (the "**Seawall**") installed along the Shoreline adjacent to the Property ; and

WHEREAS, the Owner has requested Overholt Excavating Service Inc. (the **Contractor**) be engaged to install the Seawall and;

WHEREAS, the Municipality, at the request of the Owner, has agreed to engage the services of the Contractor and manage the installation of the Seawall; and

WHEREAS, the cost of the Seawall will be paid for by the Owner to the Municipality in advance of the work being requested and/or authorized by the Municipality; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which is acknowledged by the parties hereto, the Municipality and the Owner agree as follows:

1. Recitals

The above recitals are true and correct and are incorporated into this substantive body of this Agreement as if set forth therein.

2. Design and Construction

Design and construction of the Sewall will be the sole responsibility of Contractor, coordinated through the Municipality.

3. Costs Associated with Relocation

The Owner agrees that he is responsible for paying all costs charged to the Municipality by the Contractor, or any other third-party agency in connection with the Seawall. Such costs shall include but are not limited to permit fees, engineering costs, material costs, installation costs, but shall not include removal and installation of the existing Municipal docks as required.

The Municipality shall obtain an estimate of the costs that will be incurred, and the Owner will pay those costs to the Municipality in advance of any work being requested and/or authorized by the Municipality. Payment shall be made by cash or cheque.

If the actual costs of the work completed are lower than the estimated costs, the Municipality will return the difference to the Owner within 30 days. If the actual costs of the work completed exceed the estimated costs, the Owner shall pay the difference to the Municipality within 30 days.

Any outstanding costs associated with the Seawall, or any other costs attributed to this agreement shall be considered a debt to the Property and may be collected in the same manner as municipal taxes.

For further clarity, the Owner will be liable for **all** costs incurred by the Municipality in connection with the Sewall, including but not limited to unanticipated costs that were not included in the original estimate of costs.

The Owner will be liable for all legal and other costs incurred by the Municipality in connection with enforcing the terms of this Agreement.

4. Municipal Staff Time

The Municipality agrees that the Owner will not be responsible for costs associated with municipal staff time.

5. Indemnification

The Owner shall indemnify, release and hold harmless the Municipality, its agents, employees and elected and appointed officials, from and against all claims,

damages, losses and expenses, resulting from the installation of the Seawall installation, including but not limited to property damage, personal injury or death, or delays arising out of or resulting from the Seawall installation.

6. Termination

Unless earlier terminated by written consent of both parties, this Agreement shall automatically terminate upon the later of (i) The successful installation of the Seawall, or (ii) the full payment of all costs relating to the installation of the seawall by the Owner to the Municipality.

7. Amendment

This Agreement may not be terminated, modified or amended except by an instrument in writing signed by each of the parties.

8. Effective Date

This Agreement shall become effective on the date of full and complete execution by all parties hereto.

This Agreement binds all successors and assigns.

SIGNED, SEALED, AND DELIVERED)

In the presence of

MARTIN MARTENS

Martin Martens

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

Steve McAuley, Chief Administrative Officer