

## CONDITIONAL PERMIT AGREEMENT

THIS AGREEMENT made this \_\_\_\_18th\_\_ day of \_\_November\_\_, 2021.

BETWEEN: \_\_\_\_\_ Carlos Azevedo \_\_\_\_\_ (hereinafter called the "Owner")  
(Owner's name)

-and

The Corporation of the Municipality of West Elgin (hereinafter called the "Municipality")

**WHEREAS** the Owner has requested a conditional permit from the Municipality prior to meeting all requirements to obtain a building permit according to the Ontario Building Code Act s.8.(2);

**AND WHEREAS** the Chief Building Official is satisfied that meeting such requirements would unreasonably delay the subject construction;

**AND WHEREAS** the Chief Building Official considers the restoration of the site to be feasible in the event that all the necessary approvals are not obtained;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the mutual covenants hereinafter expressed and other good and valuable consideration, the Parties hereto agree one with the other as follows:

1. The lands affected by this agreement (hereinafter referred to as the "subject lands") are as follows:

**ALL AND SINGULAR** those certain parcels or tracts of land lying and being in the Municipality of West Elgin, and being composed of:

\_\_\_\_\_ **CON 9 PT Lot 17; RP 11R10350 Part 1, Aldborough Township in Municipality of West Elgin** \_\_\_\_\_ and also known as  
(legal description of property)

**24803 Pioneer Line**

-----  
(municipal address)

2. The construction affected by this agreement (herein referred to as the "subject construction") is that construction proposed in a permit application filed with the Municipality and identified as permit application number, 2021-83  
(permit application number)

3. The Municipality of West Elgin issues conditional building permits for construction on the lands described on the conditional building permit. The Municipality accepts no responsibility for any damages resulting from decisions made or actions of the Permit Holder. The Permit Holder and its representatives undertaking work based on the conditional permit assumes all risk in connection therewith and any damages done or occasioned thereby shall be at the sole risk and expense of the Permit Holder. The Permit Holder agrees to release, indemnify, and hold the Municipality harmless from and against all loss, cost, claims and expenses arising out of, or attributed to, exercising its rights under the conditional permit.

4. The Owner hereby agrees:

(a) to obtain all approvals prerequisite to the issuance of a regular building permit as indicated below:

- (i) submit a grading plan by a qualified drainage designer that is a licensed Ontario Land Surveyor or a Licensed Professional Engineer of Ontario for the development of the subject lands bearing their stamp of approval,
- (ii) obtain approval from the Chief Building Official for the issuance of a building permit for the proposed dwelling on the subject lands,
- (iii) obtain approval from the Chief Building Official for the issuance of a building permit for the septic system to serve the proposed dwelling on the subject lands, and
- (iv) pay the fees for the building permits for the proposed dwelling and septic system

by: December 1<sup>st</sup>, 2021.

(b) to commence construction of the proposed dwelling on the subject lands prior to June 1<sup>st</sup>, 2022.

(c) to stop the subject construction and secure the site to the satisfaction of the Chief Building Official if, in the opinion of the Chief Building Official, any impediment arises to prevent the lawful continuation of the subject construction;

- (d) to remove the building and restore the site if all necessary approvals have not been obtained;
- (e) to comply with all development standards that are applicable to the subject lands including but not limited to site servicing, grading, tree protection, fire protection, and storm water management;
- (f) to provide and maintain access for emergency vehicles and water supply to the satisfaction of the fire department;
- (g) without limiting the generality of the forgoing, to meet any specific conditions that are set out in Schedule "A" to this agreement;
- (h) to not occupy the building until such time that an "Occupancy Permit" has been issued by the Chief Building Official; and
- (i) to pay to the Municipality as security for the Contractor's performance under the Conditional Permit Agreement the sum of \$5,000 to be held as security for ensuring the requirements of this Agreement have been met.

5. The site restoration referred to in this agreement shall be to the conditions present at the time of permit application and shall include the removal of all construction, the replacement of all vegetative matter, the stabilization of slopes and the restoration of drainage patterns. Restoration must seriously commence within 30 days of the date cited in 4.(a) or at such later time as may be directed by the Chief Building Official.

6. If the Chief Building Official determines that a building has not been removed or a site restored as required by this agreement, the Chief Building Official may cause the building to be removed and the site restored and for this purpose the Chief Building Official, an Inspector and their agents may enter upon the land and into the building governed by this agreement at any reasonable time without a warrant.

7. (a) The owner agrees that the security deposited may be drawn upon as set out in 7(b), 7(c), and 7(d).

(b) If the Chief Building Official determines that a building has not been removed or a site restored as required by this agreement the letter of credit may be drawn upon in full and the monies used to restore the site as provided for in paragraph 5.

(c) Should there be full compliance with this Agreement, the Letter of Credit will be returned to the owner at the address provided on the application for building permit.

(d) The Municipality shall have a lien on the land for the amount spent on the removal of the building and restoration of the site under this agreement and/or subsection 8(6) of the Building Code Act, 1992 and the amount shall have priority lien status as described in section 1 of the Municipal Act, 2001 or any successor legislation.

8. This agreement may be registered against the subject 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 subject lands. Upon the issuance of a building permit pursuant to the application referred to in paragraph 2, the Municipality shall provide the owner with a registrable release of this agreement.

**IN WITNESS WHEREOF** the Parties hereto have hereunto affixed their signatures

**SIGNED AND DELIVERED**

**OWNER**

Name: \_\_\_\_\_

Title: \_\_\_\_\_ I have the Authority to bind the Corporation.

**THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN**

Name: \_\_\_\_\_

Title: CHIEF BUILDING OFFICIAL

**THE CORPORATION OF THE MUNICIPALITY OF WEST ELGIN**

Name: \_\_\_\_\_

Title: CLERK