

## CONDITIONAL BUILDING PERMIT AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BETWEEN:

The Corporation of the Town of Fort Frances  
(the "Municipality")

-and-

\_\_\_\_\_ and \_\_\_\_\_  
(collectively, the "Owner")

WHEREAS:

A. An emergency (the "State of Emergency") has been declared under and pursuant to the Emergency Management and Civil Protection Act, R.S.O. 1990, Chapter E.9 and regulations thereunder, as may be amended (collectively, the "Act");

B. The Act and orders pursuant thereto, as well as the laws of other authorities having jurisdiction and otherwise, set out and provide for, among other things, conditions, restrictions, requirements, and limitations (collectively, the "Restrictions and Requirements") with respect to construction, businesses, the operation of businesses, and otherwise;

C. The Owner is the owner of the lands and premises (the "Property"):

(i) municipally described as \_\_\_\_\_, and

(ii) legally described as \_\_\_\_\_;

and has made application to the Municipality for the issuance of a building permit; and

D. The Municipality has, subject to and upon the terms and conditions set out in this conditional building permit agreement (the "Agreement"), agreed to issue to the Owner a conditional building permit (the "Conditional Building Permit") attached to and forming part of this Agreement as **Schedule A**.

NOW THEREFORE the Municipality and the Owner (collectively the "Parties", individually a "Party") agree as follows:

1. The Municipality, subject to and upon the terms, conditions, confirmations, acknowledgments, and covenants, of and by the Owner as set out and provided in this Agreement, agrees to issue to the Owner, the Conditional Building Permit.

2. The Owner:

(a) confirms, acknowledges, and agrees that the Owner is aware of, and understands, the Act and the Restrictions and Requirements;

(b) confirms, acknowledges, and agrees that the Owner shall and does hereby agree to follow and abide by any and all applicable laws and Restrictions and Requirements, in respect of or in relation to construction or otherwise, and whether imposed as at the date of the issuance of the Conditional Building Permit or in the future;

(c) shall ensure that any person or other entity (collectively, "Any Entity") hired or otherwise engaged by the Owner for the purposes of construction or otherwise pursuant to or in relation to the Conditional Building Permit, follows and abides by all applicable laws and Restrictions and Requirements, whether imposed as at the date of the issuance of the Conditional Building Permit or in the future;

(d) shall and does hereby assume all risk in commencing and/or proceeding with, construction;

(e) confirms, acknowledges, and agrees that the Conditional Building Permit may, without prejudice to and without limiting any other right or remedy the Municipality may have in law or equity, be revoked by the Municipality at any time and from time to time if the Owner and/or Any Entity fails to follow or abide by all applicable laws and Restrictions and Requirements, whether imposed as at the date of the issuance of the Conditional Building Permit or in the future, and, upon and notwithstanding any such revocation, the Owner shall be solely responsible and liable for any costs and expenses whatsoever due to, resulting from, or occasioned by, any such revocation without recourse and/or right whatsoever against the Municipality;

(f) shall, if so ordered by Chief Building Official of the Municipality, at the Owner's sole expense, remove the building and/or any other improvements constructed in or on the Property pursuant to the Conditional Building Permit and restore the site in the manner specified by the Chief Building Official of the Municipality if the Owner is in default of any obligation on the Owner's part to be observed and performed under or pursuant to this Agreement;

(g) shall and does hereby agree to indemnify and save the Municipality harmless from any and all claims, demands, costs, suits, actions, causes of action, proceedings, loss, damage, expense, and/or liability or injury, of any nature or kind whatsoever, made and/or incurred by the Owner and/or the Municipality any/or any other person or entity or thing or otherwise and whether for property damage, personal injury, or death, or otherwise, arising out of, resulting from, caused by, or in any manner connected and/or related to, the issuance of this Conditional Building Permit to the Owner, the Owner commencing and proceeding with construction, and/or the Owner and/or Any Entity refusing, failing, or neglecting to follow or abide by all applicable laws and/or Restrictions and Requirements; and

(h) confirms, acknowledges, and agrees that the Municipality, by issuing the Conditional Building Permit as provided for herein to the Owner or otherwise, does not acknowledge or approve of any of the terms of any agreement made between the Owner and Any Entity, or otherwise, with respect to any construction done or to be done in or on the Property or otherwise.

4. The Owner shall at all times hereafter execute and deliver all such further documents and instruments, and shall do such further acts and things necessary or desirable to give effect to this Agreement.

5. If the Owner is constituted by more than one person or entity, the obligations of each such person and/or entity hereunder shall be joint and several.

6. This Agreement may be registered against title to the Property and the Municipality is entitled to enforce its provisions against the Owner and, subject to the Registry Act and the Land Titles Act, any person or entity acquiring any interest in land subsequent to the registration of the Agreement.

7. There is no representation, warranty, collateral agreement, or condition, which affects this Agreement other than as expressed herein.

8. This Agreement shall be read with all changes of gender or number required by the context.

9. This Agreement shall be interpreted under and governed by the laws of the Province of Ontario.

10. This Agreement may be executed by the Municipality and the Owner in separate counterparts (by original, facsimile, or scanned email transmission, each of which when so executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same document.

11. This Agreement and everything contained in it shall enure to the benefit of and be binding upon the Parties and their successors and assigns.

IN WITNESS WHEREOF the Parties have executed this Agreement.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

The Corporation of the Town of Fort Frances

per: \_\_\_\_\_  
Chief Building Official