

The Corporation of the City of Port Colborne

By-law No. _____

Being a by-law to authorize entering into a development agreement with Ricky and Erika Froese regarding 1575 Firelane 2

Whereas the Council of the Corporation of the City of Port Colborne is desirous of entering into a development agreement with Ricky and Erika Froese regarding the property legally known as Concession 1 Part Lot 18 on Plan 59R11746 Parts 1 to 3, in the City of Port Colborne, Regional Municipality of Niagara, municipally known as 1575 Firelane 2.

Now therefore the Council of the Corporation of the City of Port Colborne enacts as follows:

1. That the Corporation of the City of Port Colborne enters into a Development Agreement with Ricky and Erika Froese, which development agreement is attached hereto as Schedule "A";
2. That the Mayor and the Clerk are hereby authorized and directed to sign the said development agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.

Enacted and passed this 8th day of November 2022.

William C. Steele
Mayor

Nicole Rubli
Acting City Clerk

THIS DEVELOPMENT AGREEMENT made this ____ day of _____, 2022.

BETWEEN:

Ricky Froese and Erika Froese

Hereinafter referred to as the “**OWNERS**” of the **FIRST PART**;

and

THE CORPORATION OF THE CITY OF PORT COLBORNE

Hereinafter referred to as the “**CITY**” of the **SECOND PART**;

WHEREAS the Owner desires to develop the lands described in Schedule “A” attached hereto (hereinafter referred to as the “**Lands**”);

AND WHEREAS The applicant is required to enter into a Development Agreement to permit the existing dwelling to remain on the property during the construction of the new dwelling.

AND WHEREAS the existing dwelling may be temporarily inhabited by the owners during the construction of the new dwelling.

NOW THEREFORE the parties hereto agree as follows:

1. The Owners hereby warrant that they are the registered Owner of the Lands described in Schedule “A” to this Development Agreement.
2. The Owner agrees that upon the execution of this Development Agreement, the Lands shall be charged with the performance of the terms of this Development Agreement and that the performance of such terms shall be binding upon the Owners, its executors, administrators, successors, assigns, heirs, and successors in title.
3. The Owner shall indemnify and save harmless the City from and against all actions, causes of action, interest, claims, demands, costs, charges, damages, expenses, and loss, which the City may at any time bear, incur, be liable for, sustain or be put to for any reason of, or on account of, or by reason of, or in consequence of, the City, as the case may be, entering into this Development Agreement.
4. The Owner acknowledges the length of this agreement shall not exceed 18 months from the registration of this agreement or until occupancy of the proposed dwelling has been granted, whichever comes first.
5. The Owner acknowledges that once the construction work has been completed or the agreement expires, the existing dwelling must be demolished.
6. As security for carrying out the provisions of this agreement, the Owner shall deposit with the City, before the execution of this agreement, a cash deposit, letter of credit, bank draft, or certified cheque in the amount of **\$20,000** satisfactory to the Treasurer, upon which the City may draw funds without the consent of the Owner, to cover the costs of the demolition of the existing dwelling, if the owner does not meet the terms of this agreement.
7. The Owner acknowledges that the City shall register this Development Agreement on title to the Lands and that such registration may only be removed with the written consent of the City.

**SIGNED, SEALED & DELIVERED
IN THE PRESENCE OF:**

OWNERS

Ricky Froese

Erika Froese

THE CORPORATION OF THE CITY OF PORT COLBORNE

William C. Steele, Mayor

Nicole Rubli, Acting City Clerk

SCHEDULE “A” – THE LANDS

Con 1 Part Lot 18 on 59R11746 Parts 1 to 3
In the City of Port Colborne
In the Regional Municipality of Niagara