



are connected to the Municipal water supply and the Municipal sanitary service to the satisfaction of the Municipality. This includes decommissioning of a private septic system, if deemed required by the Municipality.

### **1.3 Work/Entrance Permits**

The Owner further agrees that it shall at its sole expense, obtain from the Municipality all permits required by the Municipality and County prior to commencing any works within the Adelaide road allowances.

### **1.4 Works in Road Allowances**

The works shall comply with the requirements of the Municipality and to the County of Middlesex with respect to the works to be completed within the right of way including the installation of the required water and sanitary sewer servicing works, details regarding drainage, and roadway restorations.

### **1.5 Commencement of Works and Completion Date**

The works will be commenced upon approval from the County of Middlesex and from the Municipality and upon the Owner's payment of security set out in this Agreement. The Owner will be solely responsible for the costs of the works. The works shall be completed by July 31, 2023.

### **2.1 Release of Plans and Information**

The Owner shall provide, at the request of any builder, contractor, utility company or other third party, all of the plans and information necessary to facilitate completion of the works required by the Municipality and contemplated by this Agreement. The Owner shall further consent to the Municipality providing, at the request of any builder, contractor, utility company or other third party, such plans and information.

### **2.2 Right of Inspection**

The Municipality shall have the right, at any time and from time to time, to enter upon the Lands and other lands upon which any of the required works are, or are to be, constructed or installed and to make such tests and inspections as it may deem necessary or desirable, to make and to call for and obtain any document, contract, plan, specification, record or other writing or thing which, in the Municipality's opinion, is necessary to facilitate tests and inspections and, if deemed necessary, to engage technical consultants to assist in the performance of any test or inspection which technical consultants, if engaged, shall be at the expense of the Owner.

### **2.3 Standard of Work**

The required works as set out in this Agreement shall be constructed and installed in accordance with the approved Plans and any other plans and specifications required by the Municipality. All work shall be completed in accordance with good engineering practices to the satisfaction of the Municipality and in accordance with the Municipality of Strathroy-Caradoc servicing standards in effect at the time of the works. The Owner shall ensure that the construction and installation of all work contemplated under this

Agreement shall be properly and professionally supervised. The Owner shall provide the Municipality with satisfactory evidence that such supervision was provided throughout the period of construction of all works contemplated hereunder.

### **3. FINANCIAL, SECURITY AND LEGAL MATTERS**

#### **3.1 Payment of Costs.**

- (a) The Owner agrees to pay forthwith, on demand, all engineering, planning, survey and solicitor's fees and disbursements incurred by the Municipality, in any way arising out of the Agreement.
- (b) The Municipality agrees to provide evidence of such costs and expenses to the Owner when demanding payment.
- (c) The Owner agrees to deposit with the Municipality, at the time of execution of this agreement a certified cheque or Letter of Credit in the amount of Two Thousand Dollars Five Hundred (\$2,500.00) to be applied in default of payment to the Municipality's costs incurred for breach of this Agreement and for Municipality consulting engineering, planning, legal and survey services, supervision and all other work required by the Municipality in connection with this agreement, including without limitation the negotiations leading to and the preparation of this agreement and the costs arising out of the realization upon any security given hereunder.

#### **3.2 Indemnity**

Notwithstanding Section 3.1 hereof, the Owner shall indemnify the Municipality against all actions, causes of actions, suits, claims or demands whatsoever which may arise, either directly or indirectly, by reason of the Owner's undertaking or failing to undertake the works required.

#### **3.3 Remedy**

The Owner agrees that all of the foregoing works and services and matters shall be provided and maintained by the owners of the lands from time to time at its sole risk and expense and to the satisfaction of the Municipality; and the Owner agrees that, in default, in addition to any other remedies which may be available to the Municipality, the provisions of Section 446 of *The Municipal Act 2001*, S.O., 2001 c.25, as the same may be amended from time to time, shall apply for the purpose of securing rectification of default.

### **4. ADMINISTRATION**

#### **4.1 Registration**

This Agreement shall be registered against the Lands. The Owner shall register, or cause to be registered, this Agreement against the title to the Lands in the Land Titles Division of Middlesex (No. 33) immediately after execution of this Agreement. The Owner shall forthwith advise the Municipality of the particulars of registration thereof. The Owner's covenants herein shall run with the Lands.

#### **4.2 Estoppel**

The Owner shall not call into question, directly or indirectly, in any proceedings whatsoever, in law or in equity, or before any administrative tribunal, the right of the Municipality to enter into this Agreement or to enforce each and every covenant and condition herein contained in this Agreement may be pleaded as an estoppel against the Owner in such proceedings.

#### 4.3 **Severability**

If any provision of this Agreement shall be found or declared by a Court of competent jurisdiction to be invalid, unenforceable or ultra vires, such provision shall conclusively be deemed to be severable and the remainder of this Agreement shall be and remain in full force and effect.

#### 4.4 **Binding**

The covenants, agreements, provisions, conditions and undertakings herein contained on the part of the Owner shall run with the Lands and shall be binding upon the Owner and upon its successors and assigns, as owners and occupiers of the Land from time to time and, subject to the provisions of the *Land Titles Act* (Ontario), as amended, the Municipality shall be entitled to enforce such provisions against any and all subsequent owners of the Lands.

#### 4.5 **Notice**

All notices permitted or required under this Agreement shall be sufficiently given:

(a) to the Owner, and to the subsequent owners at:

Terry Jacques  
22393 Adelaide Rd  
Mount Brydges, ON N0L 1W0  
Tel: 226-235-8067  
mtbrydgesredneck@hotmail.com

and

(b) to the Municipality, if delivered or mailed by prepaid post addressed to the Clerk, Municipality of Strathroy-Caradoc, 52 Frank Street, Strathroy, Ontario, N7G 2R4

#### 4.6 **Further Assurances**

The Owner agrees that it shall and will, on the request of the Municipality, make, do, execute or cause to be made, done or executed all such further and other deeds, acts, things and assurances to ensure the full implementation of this Agreement and to satisfy the intention of the parties as set out in this Agreement.

**IN WITNESS WHEREOF** the parties have set their hands and corporate seals as attested by the hands of their proper signing officers in that behalf.

