

This Agreement made in duplicate this 8th day of November 2023.

BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC**

hereinafter called "the Municipality"

**OF THE FIRST PART**

- and -

**MITRE CORPORATION**

hereinafter called "the Owner"

**OF THE SECOND PART**

**WHEREAS** the Municipality has enacted a Site Plan Control By-law 46-22 pursuant to the provisions of Section 41 of the Planning Act, R.S.O. 1990 (the "Planning Act");

**AND WHEREAS** the Owner represents and warrants that it intends to develop the land described in Schedule 'A' to this Agreement (hereinafter called the "Land");

**AND WHEREAS** the Corporation of the Township of Strathroy-Caradoc is now the Corporation of the Municipality of Strathroy-Caradoc;

**AND WHEREAS** the Municipality deems it appropriate that the Owner build on/develop the Land subject to and in accordance with the provisions of this Agreement;

**AND WHEREAS** the Owner of the Land has submitted plans to the Municipality for approval in accordance with subsection 41(4) of the Planning Act to construct on the Land 21 free-standing residential units;

**AND WHEREAS** subsection 41(7) (c) of the Planning Act authorizes the Municipality to require the Owner of the Land to enter into an agreement with the Municipality dealing with the provision and approval of the plans referred to in subsection 41 (4) of the Planning Act.;

**AND WHEREAS** the Planning Act, as amended, permits the registration of this Agreement against the Land to which it applies;

**AND WHEREAS** the Land is zoned for the purposes proposed by the Owner;

**WHEREAS** the Owner has applied to the Municipal Council for the Corporation of the Municipality of Strathroy-Caradoc in its capacity as Municipality delegated by the Approval Authority with implementing certain conditions;

**AND WHEREAS** the Owner has applied to the County of Middlesex as Approval Authority pursuant to the Condominium Act, 1998 ("the Act") for permission to register a condominium description;

**AND WHEREAS** Section 9(2) of the Act provides that Sections 51, 51.1 and 51.2 of the Planning Act that apply to a plan of subdivision, apply with necessary modifications to a condominium description;

**AND WHEREAS** the description cannot be registered unless the Approval Authority has approved it;

**AND WHEREAS** the Approval Authority has provisionally approved registration of the description upon certain conditions including a condition that the Owner enter into an Agreement with the Municipality concerning financial and planning matters which approval is in the form of Draft Plan Approval 39T-SC-CDM-2001 applicable to the draft plan of condominium prepared by MTE Consultants dated December 6, 2022 which shows 21 Vacant Land Condominium units and common element features;

**AND WHEREAS** the Municipality and the Owner have agreed that this Agreement satisfies and complies with section 158 of the Condominium Act, 1998 (Ontario), as amended, which ensures the installation and completion of all of the said Site Development Works, and the Owner shall make such amendments to the Description as are necessary in the opinion of the Municipality to satisfy the requirements of clause 158(1)(b)(iii) of the Condominium Act, 1998 as amended;

**NOW THEREFORE WITNESSETH** that in consideration of the premises and other good and valuable consideration now paid by the Municipality to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), the Municipality and the Owner covenant and agree and provide with each other that the Owner shall do and perform at no expense to the Municipality (unless otherwise expressly provided herein) the following matters and things:

**1. THE LANDS**

This approval pertains to the lands and premises of the Owner more particularly described in Schedule "A" attached hereto ("the Lands") consisting of PART PARK LOTS 2 AND 4, WEST OF HEAD STREET, PLAN 326 DESIGNATED AS PART 1, PLAN 33R-20864; being PIN 08594-0597 (LT) lands known municipally as 430 Head Street, Strathroy ON.

**2. LIST OF SCHEDULES**

The following schedules are hereby declared to form part of the Agreement between the parties:

<u>Schedule</u>	<u>Description</u>
"A"	Legal Description
"B"	Condominium Plan
"C"	Approved Engineering Drawings
"D"	Landscape Plan
"E"	Estimated Costs

**3. CONDOMINIUM PLAN**

This Agreement applies to Draft Plan Approval 39T-SC-CDM-2001 applicable to the draft plan of condominium prepared by MTE Consultants dated December 6, 2022 which shows 21 Vacant Land Condominium units and common element features; as shown on Schedule "B" hereto.

**4. BY-LAWS**

The Owner shall, notwithstanding the provisions of this Agreement, be subject to all by-laws of the Municipality and statutes of the Province of Ontario, including those By-laws and statutes that require the payment of fees. In the event of conflict between the provisions of this Agreement and the provisions of any statute or by-law, the provisions of the statute or by-law prevail.

**5. LANDSCAPING, VEGETATION PRESERVATION AND MANAGEMENT PLAN**

(a) Prior to final approval, the Owner shall submit a tree planting and landscaping plan for review and approval by the Municipality, prepared by a qualified landscape architect detailing the location and species of all vegetation proposed for the plan of condominium including all landscaping features proposed for the development to the satisfaction of the Municipality, attached as Schedule "D" to this Agreement. The plan shall include a provision directing that post-construction planting should be implemented as soon as possible to stabilize soil and

encourage re-vegetation. The plan will detail the location and species of all vegetation (Native species should be used where possible) proposed for the plan of condominium and including all landscaping features proposed for the development. This will be all to the satisfaction of the Municipality.

(b) The tree planting shall be completed following the construction of eighty percent (80%) of the units.

(d) No vegetation shall be removed except in accordance with the Owner's tree planting and landscaping plan as set out in Schedule "D".

(e) Lighting in rear yards of units shall not be directed into the yards of properties adjacent to the Lands.

The Owner shall follow the tree preservation, planting and landscaping plans (Ron Koudys Landscape Architect Inc. October 2022) for the site.

Removal of trees should take place outside of the core breeding period for migratory birds (April 6 to August 16), as identified by the Canadian Wildlife Service to ensure compliance with the Migratory Birds Convention Act. That the trees to be removed shall be removed outside of the bat active season (April 1 to October 1) to prevent harm to the species in order to meet Ministry of Natural Resources and Forestry requirements.

## **6. UNIT DEVELOPMENT PLANS**

(a) That the Owner will submit a Unit Development Plan prepared and certified by a member in good standing of the Professional Engineers of Ontario or by an Ontario Land Surveyor, for each unit within the Plan, to the Chief Building Official or his designate, with every building permit application. Each such development plan shall show details of the proposed unit elevations and grades, basement and top of foundation elevations, drainage and storm water management components, all of which shall conform to the site grading plan marked Schedule "C" to this Agreement and the storm water management plan approved for the lands within the Plan. Such development plan shall also show details of the location of all existing and proposed easements, all proposed building and structures, site services, driveways, existing trees and any other significant site features. Each Unit Development Plan shall be approved by the qualified professional consultant, who prepared and certified the site-grading plan, attached as Schedule "C" to this Agreement.

Upon completion of the construction of all buildings, and structures, site services, driveways and any other significant site feature and completion of the fine grading, but prior to seeding or sodding, the Owner shall file with the Chief Building Official, a certificate signed by the Owner's consulting engineer, certifying that the lot has been developed in accordance with the Unit Development Plan.

(b) The Owner agrees that they will require the purchaser of any unit within the Plan, as a condition of purchase and sale, to fulfill these requirements.

(c) No part of the dwelling, attached structure, accessory building or accessory structure contain within a unit within the Plan (other than landscape features, walkways and driveways), at grade level shall be outside the boundaries of the unit as shown on the plan.

## **7. INSTALLATION OF SERVICES BY OWNER**

The Owner, or its successor in title to the Declarant shall construct and install:

**The Private Services**

The services located within the Common Elements on the Condominium Plan as laid out and more particularly described in Schedules "B", "C" and "D" which, without limiting the generality of the foregoing, shall include the construction and installation of roads, grading and drainage, planting of trees, landscaping, privacy fencing, buffering, street lighting, the provision and installation of full water and sanitary sewers, the installation of underground electrical services and all other services required by the Municipality respecting the development of these lands (the "Private Services").

All following approval of the Condominium Plan by the County of Middlesex and the execution and registration of this Agreement.

**8. COSTS**

The Owner shall pay the cost of installation of all Private Services described in the previous paragraph within the Condominium Plan and where sewer outlets, watermains and roadways are not available, the Owner shall pay the full cost of extending such services to the Condominium Units.

**9. UTILITIES**

The Owner shall arrange to have Bell Canada, Union Gas, Entegrus Powerlines Inc., and any public authority having jurisdiction to design and install infrastructure in locations approved by the Municipality and at no expense to the Municipality. Such infrastructure shall include all underground telephone, hydro, natural gas, cable, internet and other utility infrastructure, and at a minimum shall ensure that such utility services provide for the effective delivery of broadband internet services and communication/ telecommunication services for 911 Emergency Services. All utility infrastructures must be installed underground.

The Owner shall ensure that arrangements be made to the satisfaction of the Municipality for the relocation of any utilities that may be required as a result of the development of the Lands and such relocation(s) shall be undertaken at the expense of the Owner.

**10. LIABILITY INSURANCE**

Before commencing any of the work provided for herein, the Owner shall supply the Municipality with a Comprehensive General Liability Insurance Policy with limits to Five Million Dollars (\$5,000,000.00) in a form showing the Municipality, and its agents, if applicable, as named assureds indemnifying the Municipality, and its agents, if applicable, from any loss arising from any claims for damages, injury or otherwise in connection with the work done by or on behalf of the Owner. The said insurance policy must include a provision confirming that the policy shall not be cancelled without providing the Municipality with fifteen (15) days written notice of the insurer's intention to cancel the policy.

**11. LANDS FOR MUNICIPAL PURPOSES**

The Owner shall provide a cash-in-lieu of parkland dedication to the Municipality pursuant to Section 51.1 of the *Planning Act*, equal to five percent (5%) of the appraised value of the land for residential purposes based on an appraisal completed within one (1) year of the date of this Agreement.

**12. STORM WATER MANAGEMENT**

The Owner shall provide to the Municipality a Stormwater Management Plan and Sediment and Erosion Control Plan as part of Schedule "C" (the "Stormwater Management Plan"). The Stormwater Management Plan must be approved by the Municipality, the County Engineer and St. Clair Region Conservation Authority. The Owner shall, in accordance with the Storm Water Management Plan, and to the satisfaction and approval of the Municipality:

- a) Cause storm drainage to be disposed of in accordance with the terms and conditions of a Certificate of Approval issued by the Ministry of the Environment, if such Certificate of Approval is required, and in accordance with the Stormwater Management Plan;
- b) Construct and install storm sewers and appurtenances, catch basins and leads in accordance with the Stormwater Management Plan sufficient to drain the lands and adjoining lands; and further to provide connections for any future storm sewers as may be required by the Municipality; and to enhance the quality of stormwater discharges;
- c) Undertake sediment control measures in accordance with the Stormwater Management Plan to control erosion and sedimentation during and after construction;
- d) Provide the Municipality with all easements across the Condominium or adjoining lands for the purpose of any drainage works that may be required to provide an approved outlet for storm water and to protect any natural watercourse;
- e) Identify drainage and sediment and erosion control strategies in the final Stormwater Management Plan and sediment and erosion control plan, and in the final detailed servicing and grading plans;
- f) Implement at the Owner's expense, any environmental protection measures recommended in the Stormwater Management Plan that are not capable of being addressed under the *Ontario Water Resources Act*;
- g) Cause the final grading design to require that the underside of dwelling unit footing foundations will be a minimum of 100 mm above the highest water table surface, as inferred from water levels in all available on-site monitoring wells, measured over a period of no less than 18 months that includes two full spring seasons of data results and considers all current data if more is available over multiple years, to the satisfaction of the Municipality.

The Municipality shall have the right pursuant to this Agreement to require the Owner to change the proposed location or elevation of dwelling units in the event of any unforeseen fluctuations in the water table. The Municipality agrees that the Chief Building Official will not exercise this right without consulting the Municipality's Engineer and the Owner or its professional engineer.

### **13. EASEMENTS AND RIGHT OF WAY**

The Owner shall provide for the benefit of utilities and other service providers, a "blanket" easement over all common elements, in a form satisfactory to and at no cost to the Municipality.

The Owner shall provide, in favour of the Municipality, an easement(s) for access to servicing, and drainage purposes. This shall not be construed as to cause an encroachment or encumbrance over the servicing easements located on Units 12 to 15 as well as the common element.

**14. PRIVATE ROADS - CONFIGURATION**

All private roads constructed within the Lands shall be designed to accommodate the length and weight of Fire Department and other emergency vehicles. The design and construction specifications, radii, widths, turnarounds, and other features of these private roads are subject to approval of all affected public agencies, including the municipal fire department. The Owner agrees that there shall be no parking on these private roads so as to facilitate fire rescue vehicles. The Owner, at its sole expense, agrees to post signs stating NO PARKING.

**15. REGISTRATION OF DECLARATION**

The Owner may apply to the Municipality for permission to proceed to registration of the Declaration for the vacant land Condominium Corporation after all water, sanitary sewer and storm sewer works and facilities have been completed. The Municipality will require security pursuant to Section 56(8)(b) of Ontario Regulation 48/01 that is equal to:

- (1) One Hundred (100%) percent of the estimated present cost of completing the facilities identified in the Regulation, if all roadways have not been completed to the granular base stage;
- (2) Eighty-five (85%) percent of the estimated present cost of completing the facilities identified in the Regulation, if all roadways have been completed to the granular base stage;
- (3) Seventy (70%) percent of the estimated present cost of completing the facilities identified in the Regulation, if all roadways have been completed to the base coat of asphalt stage; or
- (4) Sixty (60%) percent of the estimated present cost of completing the facilities identified in the Regulation, if all roadways have been completed to the topcoat of asphalt stage.

The cost of completion will be identified in a statement certified by a duly qualified (Ontario) architect or consulting engineer or architect that will be satisfactory to the Municipality. The statement described in clause (8)(b) of the Regulation will be signed by the Municipality's Administrator on behalf of the Municipality. The By-Law which authorizes this Agreement will be the authority for this action. The amount of security may be reduced from time to time as work is completed, consistent with the intention that the available security exceeds the value of the work remaining to be done in the proportions set out above.

The Municipality and the Owner have agreed that the above noted security satisfies and complies with section 158 of the *Condominium Act, 1998* (Ontario), as amended, which ensures the installation and completion of all of the said Site Development Works, and the Owner shall make such amendments to the Description as are necessary in the opinion of the Municipal Solicitor to satisfy the requirements of clause 158(1)(b)(iii) of the *Condominium Act, 1998*, as amended.

**16. DEFAULT**

In the event of Owner default (as determined by the Municipality, it is specifically anticipated by the parties that the Municipality will, at its sole discretion, contract for completion of all required works, services and other obligations, such that all expenses including administration shall be conducted without cost to the Municipality. In the event that the funds available by means of the security are insufficient to permit the completion of all remaining works and services, these

shall be completed according to priorities identified by the Municipality. In the event that the Municipality determines that all works and services cannot be completed with available funds, the Municipality may, in the alternative, defer completion at its discretion, pending more favorable proposals, tenders or completion arrangements. The Municipality has no obligation to complete works for which funds are not available and the Owner on their behalf and on behalf of their heirs, successors and assigns, releases the Municipality from any liability in connection with arrangements for completion.

## 17. SPECIAL PROVISIONS

In accordance with the approval of the County of Middlesex as Approval Authority on file number 39T-SC-CDM2001, the Owner and the Municipality agree to the following provisions:

### a) Condition

The Owner enter into an agreement with the appropriate service providers for the installation of underground utility services for these lands to enable, at a minimum, the effective delivery of broadband internet services and communication/telecommunication services for 911 Emergency Services.

### b) Canada Post Corporation Mailboxes

The Owner enter into an agreement with Canada Post Corporation for the installation of community mailboxes.

### c) Addresses

The Municipality will assign a municipal address to the Land. Where multiple buildings and/or units are situated on the Land, the Municipality will assign a unit number to each such building and unit. The Owner shall install signage displaying the municipal address and all building and unit numbers, to the satisfaction of the Municipality. The Owner shall install clearly visible signage denoting the building/unit number on the exterior of each building and unit situated on the Land, and such signage shall be clearly visible at the entrance(s) of each building and unit, all to the satisfaction of the Municipality. All such signage shall be at the sole expense of the Owner.

### d) Utility Easements

The Owner shall ensure that such easements as may be required for utility, servicing, or drainage purposes shall be granted to the appropriate agency. This shall include but is not limited to ensuring that there shall be no encroachments or encumbrances over the servicing easements, but this shall not be construed as a contravention of paragraph 13 herein providing blanket easements for the benefit of utilities and other service providers, and for an easement(s) in favour of the Municipality, for access to servicing and drainage purposes.

### Zoning Requirements

(e) Prior to final approval, the Owner shall provide to the Municipality confirmation from an Ontario Land Surveyor retained by the Owner at no cost to the Municipality that the unit (lot) areas and unit (lot) frontages conform to the Zoning By-law requirements of the Municipality.

(f) Prior to final approval, the Approval Authority is to be advised by the Municipality that appropriate zoning is in effect for this proposed condominium.

### Fencing

(g) Prior to final approval, the Owner shall install a permanent board on board wood fence wholly on the subject lands and at the common boundary between the subject lands and the properties at 18 Cedar Crescent and 146 to 180 Abigail Street to the satisfaction of the Municipality. The fence will have a height of 1.8 m (6 feet).

The Owner shall also install an acoustical wood board fence for noise mitigation as per the plans on file with the Municipality at the common boundary between the subject lands and the property at 446 Head Street to the satisfaction of the Municipality. The fence will have a height of 1.8 m (6 feet) and constructed as per the plans on file with the municipality. For clarity, a wrought iron fence is to be located in front of the main wall of the house as per the Environmental Noise Assessment Opinion Letter dated November 3, 2022

### Construction Activities

(h) The Owner shall:

(i) be responsible for ensuring that all contractors and subcontractors take all necessary precautions to protect all persons, buildings, structures, works, facilities and utilities from damage occurring due to construction activities conducted on the Land;

(ii) be responsible for any and all damage or harm arising to any person, building, structure, work facility and utility and that the Municipality shall have no responsibility for any such damage or harm;

(iii) provide, during all hours of construction, competent on-site supervision of all works required to be done on all public and private lands and building construction to be undertaken on the Land;

(iv) verify the location of all existing and proposed utilities. The Owner will be required to pay all costs associated with the relocation of utilities as may be required;

(v) erect solid boarding, or other fencing as approved by the Municipality, surrounding the construction on the Land and to maintain same until final completion of construction;

(vi) comply with all provisions of the Municipality's noise by-law.

(vii) control dust on the Land during construction; and

(viii) keep the Land free from garbage, litter and construction debris (collectively "garbage") and shall promptly remove all garbage from the Land at the Owner's expense.

### As-Built Drawings

(i) The Owner shall provide to the Municipality as-built drawings of all service installations and connections and as-built Site Plan, in both electronic and paper formats, including AutoCAD files, within sixty (60) days of the issue of occupancy permits.

### General

(j) In addition to any other provision in this Agreement, the Owner shall satisfy all requirements of the Municipality related to financial, legal, planning and engineering matters including but not limited to the provision of roads, temporary roads and turning circles, pedestrian walkways, snow storage areas, private fire hydrants and turning radius capable of accommodating emergency service vehicles; grading and drainage, planting of trees, landscaping, fencing, buffering, street lighting and other amenities; full municipal water and sanitary services, future maintenance of the stormwater management facilities, the installation of



underground electrical services, and other matters of the Municipality respecting the development of the Lands including the payment of development charges in accordance with the Municipality's Development Charges By-laws.

#### Improvements to Head Street

(k) Prior to final approval, the Owner shall provide a cash-in-lieu of road improvements to the Municipality in the amount of \$21,000 for the cost of the improvements across the frontage of the property.

#### Archeological Assessment

(l) Prior to final approval, a Licensed Archaeologist shall provide a letter to the Municipality and the County indicating that there are no concerns for impacts to archaeological sites on the subject Lands. This is to be accompanied by a Ministry of Tourism, Culture & Sport letter indicating that the licensee has met the Terms and Conditions for Archaeological Licensing and that the report(s) have been entered into the Ontario Public Register of Archaeological Reports.

#### Construction Traffic

(m) The Owner shall submit a construction traffic plan to the Municipality prior to the commencement of any work on the Lands. All plans for the routing of construction traffic shall be approved by the Municipality prior the commencement of any works, including but not limited to site preparation, site servicing and construction. The Owner shall install barriers and signage as directed by the Municipality. The quality and nature of all barriers, signage, and temporary construction roads; and the location of such barriers, signage, and temporary construction roads shall be to the satisfaction of the Municipality and at the sole expense of the Owner.

#### Permit for Site Servicing

(n) The Owner shall apply for and obtain a building permit for site servicing prior to the commencement of construction of the Private Services.

#### Snow Removal

(o) The Owner shall keep parking areas and private streets/roadways on the Land free from snow. In the event that the snow storage areas cannot accommodate the accumulated snow, the Owner shall have snow removed from the Land at its sole expense.

#### Drainage Channel

(p) The Owner, at all times, shall maintain the drainage works that run through the property and shall ensure the drainage channel is operating to the satisfaction of the Municipality. The Owner acknowledges that the Municipality shall have a right to access the drainage channel at any time. Should the drainage channel require maintenance or the Municipality has requested maintenance, the Owner complete the maintenance within ten (10) days of receiving notice from the Municipality.

The Owner shall register on title of the land and include in all purchase and sale or lease agreements, information to the purchasers regarding the overland flow route including the expectations and their responsibilities for maintenance of the drainage works.

#### Foundations

(q) The final grading design will ensure that the underside of house footing foundations will be a minimum of 100 mm above the highest water table surface, as inferred from water levels in all available on-site monitoring wells, measured over a period of no less than 18 months that includes two full spring seasons of data results and considers all current data if more is available over multiple years to the satisfaction of the Municipality.

**18. BUILDING PERMITS**

The Owner shall not apply for, nor shall any person claiming title from them, or under their authority, apply for a building permit to construct a dwelling or other building on any lot or block shown on the plan and no building permit for the development or redevelopment of any lot or block as shown on the plan shall be issued until:

- (a) construction of Private Services in accordance with paragraph 7 is completed to the satisfaction of the Municipality's Engineer;
- (b) proper securities have been provided and work has been completed in accordance with paragraph 15;
- (c) Private Services in accordance with paragraph 7 have been certificated by the Owner's engineer;
- (d) confirmation that the lot to be built on meets the requirements of the Zoning Bylaw.

**19. ROAD MAINTENANCE**

If any dwelling unit becomes occupied adjacent to the roads or parts thereof, that have not received pavement, the Owner agrees to maintain the gravel bases in a smooth condition, free of bumps and potholes and to control dust by a method suitable to the Municipality. In the event that any of these adverse conditions occur, and should the Owner fail to correct the said conditions within twenty-four (24) hours of being notified by the Municipality of the condition, the Municipality may take the necessary action to correct the situation and any costs incurred by the Municipality shall be charged to the Owner.

**20. CONSERVATION MEASURES, STORAGE OF EQUIPMENT AND MATERIALS, INDEMNITY**

The Owner agrees that it shall prevent the introduction of invasive species (including plants and animals) through the cleaning of construction and similar equipment. The Owner agrees that the construction site shall be free of fluid leaks to prevent deleterious substances from entering the soil, and further agrees that fueling shall take place away from the natural heritage features and buffers. Storage of equipment and materials shall be located on the Lands or on land retained by the Owner.

The Owner shall be solely responsible for any and all damage related to the Owner's activities associated with the development of the Land, and the Owner shall be solely liable and shall at its sole expense, repair all such damage including but not limited to damage to public and private infrastructures, tributaries, ponds, domestic water sources, and wells in the areas surrounding the Land. Such damage shall be repaired to the satisfaction of the Municipality and at the sole expense of the Owner. In addition to the foregoing provisions, the Owner agrees to indemnify and hold harmless and defend the Municipality, the Municipality's officers and employees from and against all claims and suits by

third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable legal fees, arising out of, or resulting from, Owner's activities associated with the development of the Land and without limiting the foregoing, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Owner, its officers, employees, agents, subcontractors, licensees, or invitees.

**21. DEVELOPMENT CHARGES**

The Owner, or any person claiming title from them, or under their authority agrees to pay to the Municipality, at the time of issuance of the building permit(s), the then current development charge, which development charge will be subject to change in accordance with the Development Charges By-law in existence from time to time passed pursuant to the Development Charges Act.

The Owner shall ensure that persons who first purchase the subdivided land after the final approval of the plan of subdivision are informed, at the time the land is transferred, of all of the development charges related to the development, pursuant to Section 59(4) of the Development Charges Act.

**22. SECURITY ARRANGEMENTS**

**Letter of Credit**

The Owner agrees to provide to the Municipality, prior to the execution of this Agreement by the Municipality, estimates of the costs of the services set out in paragraph 7 Private Services in accordance with the specifications set out on attached Schedule "C", and such estimates shall be attached to this Agreement as Schedule "E" (the "Estimated Costs").

The Owner agrees to file with the Municipality, prior to the execution of this Agreement by the Municipality, an Irrevocable Letter of Credit in the principal sum of Twenty Five Per Cent (25%) of the Estimated Costs and to pay such fees as are required by the Municipality before obtaining the final approval of the said Plan by the County of Middlesex.

Upon completion of the works described in paragraph 7, Private Services, the security to ensure performance of this agreement may be released by the Municipality, in part, from time to time, as the stages of services are accepted and/or maintenance periods end.

The Owner covenants and agrees that the said security shall be kept in full force and effect and that they will pay all premiums as they become due. As the various works are completed and the maintenance bonds as hereinafter required are provided by the Owner, the said security may be reduced by the estimated costs of the various parts of the work completed, subject to a holdback sufficient to protect the Corporation in accordance with the provisions of the *Construction Lien Act, 1990, c. C.30*.

**23. PAYMENT OF COSTS**

The Owner agrees to pay forthwith, on demand, all engineering, planning and solicitor's fees and disbursements incurred by the Municipality, in any way arising out of the Agreement, including, but not limited to:

- i) The preparation of this Agreement and all other deeds, conveyances, agreements and the registration fees of any or all such documents;

- ii) Review of plans and specifications;
- iii) Surveys and a site inspection and advice and services on the correction of deficiencies;
- iv) Preparation of schedules for cost-sharing and oversizing;
- v) All other legal, planning or engineering services required by the Municipality to ensure the due performance of all works and services as provided in or contemplated by this Agreement.

The Municipality agrees to provide evidence of such costs and expenses to the Owner when requesting payment.

**24. NOTIFICATION TO PURCHASERS**

The Owner and the Municipality shall ensure that persons who first purchase the subdivided land after the final approval of the plan of Condominium are informed, at the time the land is transferred, of all of the development charges related to the development, pursuant to Section 59(4) of the *Development Charges Act*.

**25. TIME LIMITS**

- (a) The Final Plan of Condominium shall be registered by the Owner within thirty (30) days of its approval and the Owner shall thereafter wholly at its own expense, construct, install and promptly pay for the Private Services referred to herein and shall commence the said construction and installation not later than the Second Anniversary of the Date of Approval of the Plan.
- (b) The Condominium or any Phase of the Condominium must be wholly serviced, within eighteen (18) months of the Registration of the Condominium Plan or within eighteen (18) months of the removal of the Inhibiting Order allowing construction on the next phase or when seventy-five Per Cent (75%) of the lots have been built upon in that particular phase or in the whole of the condominium, whichever is the earlier.
- (c) In the event that the Owner fails to install the services within the time limited herein, or having commenced to install the Private Services, fails or neglects to proceed so as to complete the installation within the time limit specified above, or in the event that the aforesaid services are not being installed in the manner required by the Municipality's Engineer or the Municipality, as the case may be, the Municipality may, upon giving thirty (30) days written notice by prepaid mail to the Owner requiring the services to be completed or installed in the manner specified by the Municipality's Engineer or the Municipality, enter upon the said lands and proceed to supply all materials and to do all the necessary work in connection with the installation of said services, including the repair or reconstruction of faulty work and the replacement of materials not in accordance with the specifications and to charge the Owner the costs thereof, such costs to be recovered from the Letter of Credit. If there are insufficient securities to complete such work taking into account the maintenance Letter of Credit referred to in section 22 which sum shall not be expended; upon giving thirty (30) days written notice by prepaid mail to the Owner that there were inadequate funds within the Letter of Credit to complete all necessary work, for each day, beyond that time herein limited that the services are not completed, the Owner may, at the discretion of Council, acting reasonably, be charged a penalty of up to One Thousand Dollars (\$1,000.00) per day. The said penalty may be recovered from the

Owner directly or the extent available from the Letter of Credit, the maintenance Letter of Credit or other security, or in accordance with this Agreement.

- (d) In the event that reasonable complaints are received by the Municipality concerning conditions in the Condominium, the Municipality may, at its discretion, take the necessary action to rectify the situation and any costs incurred shall be charged to the Owner. In cases where there is an emergency, in the reasonable opinion of the Municipality, such work may be done without notice to the Owner, at the Owner' sole expense. Any costs incurred by the Municipality which are the responsibility of the Owner pursuant to this Agreement may be recovered from the security held by the Municipality to ensure the completion of Private Services. It is understood and agreed that any costs incurred by the Corporation shall include a Management Fee of Thirty Per Cent (30%) of the labour and material value, together with a fee of Twenty Per Cent (20%) for the value of the dislocation and inconvenience caused to the Municipality.

**26. REGISTRATION OF CONDOMINIUM AGREEMENT.**

The Owner agrees to the registration of this Agreement upon the title to the Lands within the Plan. The Agreement shall be registered as a first encumbrance on the Lands set out in the plan. If there are any existing encumbrances on the Lands constituting the plan prior to registration of this Agreement the Owner shall obtain all necessary documentation to postpone the interest of the mortgagor, lien holder or other encumbrances with respect to the Lands constituting the plan.

**27. NOTIFICATION.**

If any notice is required to be given by the Municipality to the Owner with respect to this Agreement such Notice shall be mailed by Registered Mail or delivered by hand to:

Attention: Mitre Corporation, c/o Brian Linker

Address: [Redacted]

With a copy to: Megan Jenner, Cohen Highley LLP

[Redacted]

or such other address as the Owner has notified the Municipality's Clerk and any such sufficient notice under the terms of this Agreement.

**28. ASSIGNMENT.**

The Owner shall not assign this agreement without the prior written consent of the Municipality which consent may not be unreasonably withheld.

**29. BINDING EFFECT**

The covenants, agreements, provisions, conditions and undertakings contained on the part of the Owner shall run with the Condominium and shall be binding upon the Owner and upon its successors and assigns as Owner and occupiers of the Condominium 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 Owner(s) of the Condominium.

**30. 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.

[INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW]

**IN WITNESS WHEREOF** the Municipality has hereto affixed its corporate seal attested by the hands of its duly authorized officers.

**THE CORPORATION OF THE  
MUNICIPALITY OF STRATHROY-  
CARADOC**

---

**Colin Grantham, Mayor**

---

**Trisha McKibbin , CAO**

**IN WITNESS WHEREOF** the Owner has hereto affixed its corporate seal attested by the hands of its duly authorized officers.

**MITRE CORPORATION**

*Brian Linker*

---

**Brian Linker**

**I have authority to bind the Corporation**

**SCHEDULE "A"**

**LEGAL DESCRIPTION**

LOT 16 AND PART LOT 21, RCP 389 DESIGNATED AS PART 2, PLAN 33R-12147,  
SAVE & EXCEPT PART 1, PLAN 33R-14696 AND PART LOT 21, RCP 389  
DESIGNATED AS  
PARTS 2 & 3, PLAN 33R-16238; TOWNSHIP OF STRATHROY-CARADOC

08530-0138 (LT)



**LAND USE SCHEDULE**  
 THE AREA IS ZONED R-1 (RESIDENTIAL) AND IS SUBJECT TO THE CONDOMINIUM ACT, R.S.O. 1990, CHAPTER 663.  
 STRIKE FAMILY RESIDENTIAL  
 UNITS 1-20 INCLUDES 7784.84M<sup>2</sup>

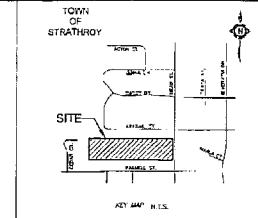
**PARKING SCHEDULE**  
 21 UNITS x 2 = 42  
 VISITOR PARKING = 42  
 TOTAL = 84

**ADDITIONAL INFORMATION REQUIRED UNDER SECTION 51(17) OF THE PLANNING ACT:**

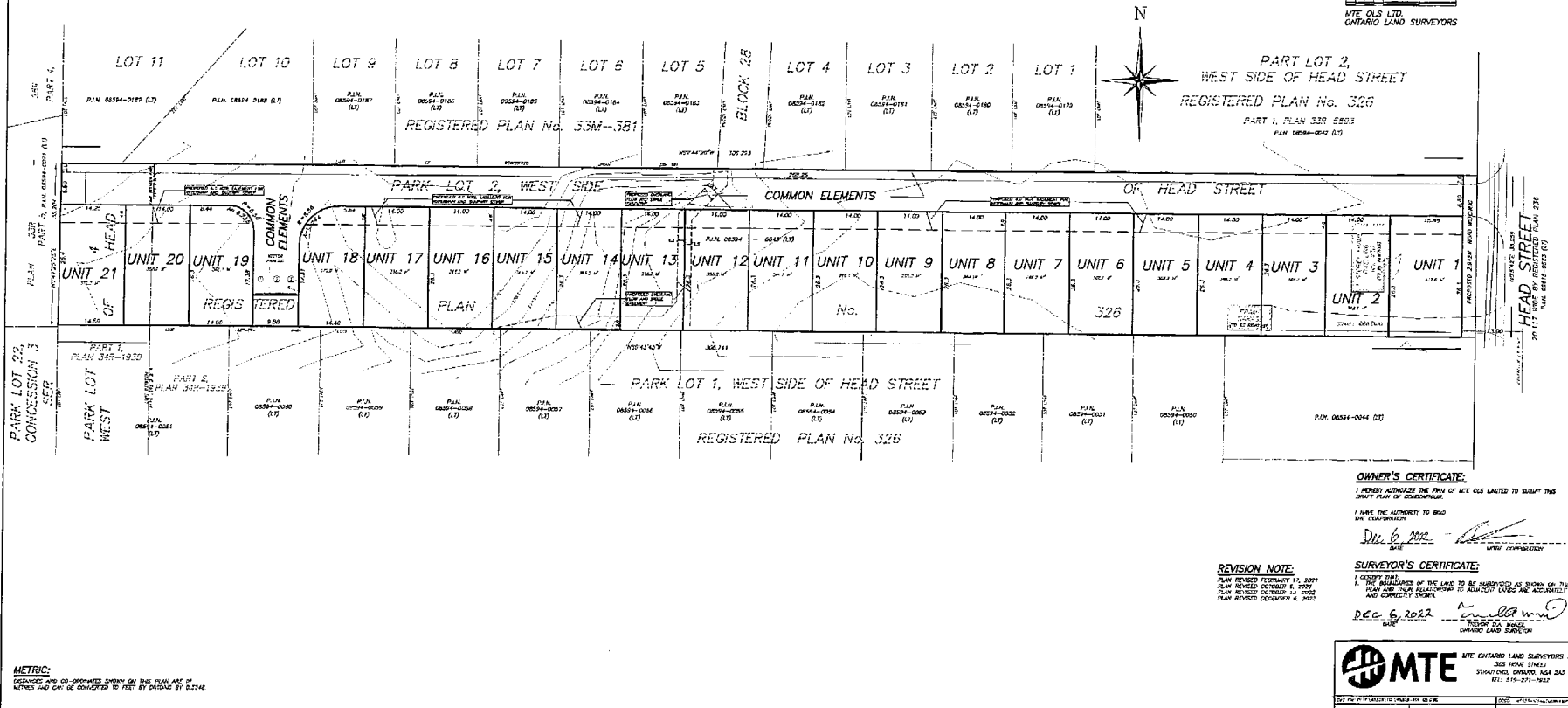
- 0 - PROPOSED USES - ACCIDENTAL
- 1 - PROPOSED USES - RESIDENTIAL
- 2 - PROPOSED USES - COMMERCIAL
- 3 - PROPOSED USES - INDUSTRIAL
- 4 - PROPOSED USES - OFFICE
- 5 - PROPOSED USES - RETAIL
- 6 - PROPOSED USES - RESTAURANT
- 7 - PROPOSED USES - HOTEL
- 8 - PROPOSED USES - MULTIFAMILY RESIDENTIAL
- 9 - PROPOSED USES - MIXED USE
- 10 - PROPOSED USES - OTHER
- 11 - PROPOSED USES - OTHER
- 12 - PROPOSED USES - OTHER
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- 14 - PROPOSED USES - OTHER
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- 100 - PROPOSED USES - OTHER

Subject to the Conditions as set out in the Notice of Decision, dated March 30, 2023, this Draft Plan is approved pursuant to Section 51 of the Planning Act, RSO 1990.

*Durk Vanderwerff*  
 Durk Vanderwerff  
 Director of Planning and Development



**DRAFT PLAN OF PROPOSED VACANT LAND CONDOMINIUM**  
 TO PART OF  
**PARK LOTS 2 & 4**  
**WEST SIDE OF HEAD STREET**  
**REGISTERED PLAN No. 326**  
 (GEOGRAPHIC TERRITORY OF ADJACENT)  
 PART OF THE  
**MUNICIPALITY OF STRATHROY CARADOC**  
 COUNTY OF MIDDLESEX  
 SCALE 1:1000  
 MTE OLS LTD.  
 ONTARIO LAND SURVEYORS



**OWNER'S CERTIFICATE:**  
 I HEREBY ADVISE THE PROV. OF ONT. THAT I AM THE REGISTERED OWNER OF THE ABOVE DESCRIBED LAND AND I HAVE THE AUTHORITY TO SIGN THIS CERTIFICATE.  
*Durk Vanderwerff*  
 DATE: Dec 6, 2022

**REVISION NOTE:**  
 PLAN REVISED FEBRUARY 11, 2021  
 PLAN REVISED OCTOBER 6, 2021  
 PLAN REVISED OCTOBER 11, 2022  
 PLAN REVISED OCTOBER 6, 2022

**SURVEYOR'S CERTIFICATE:**  
 I CERTIFY THAT THE BOUNDARIES OF THE LAND TO BE SUBMITTED AS SHOWN ON THIS PLAN AND THEIR RELATIONSHIP TO ADJACENT LOTS ARE ACCURATELY AND CORRECTLY SHOWN.  
*Durk Vanderwerff*  
 DATE: Dec 6, 2022  
 DURK VANDERWERFF  
 ONTARIO LAND SURVEYOR

**MTE** MTE ONTARIO LAND SURVEYORS LTD.  
 305 HURON STREET  
 STRATHROY, ONTARIO N4A 2A5  
 TEL: 519-271-7927

CONDOMINIUM PLAN

SCHEDULE "B"

## **APPROVED ENGINEERING DRAWINGS**

The following plans and drawings form part of this agreement.

Drawing: A1.1 – Site Plan  
Project: 430 Head Street Condominium Development  
Author: MTE Consultants  
Date: November 11, 2022

Drawing: C2.1 – Servicing Plan  
Project: 430 Head Street Condominium Development  
Author: MTE Consultants  
Date: November 11, 2022

Drawing: C2.2 – Grading & Erosion and Sedimentation Control Plan  
Project: 430 Head Street Condominium Development  
Author: MTE Consultants  
Date: November 11, 2022

Drawing: SA1.1 – Sanitary Drainage Area Plan  
Project: 430 Head Street Condominium Development  
Author: MTE Consultants  
Date: November 11, 2022

Drawing: PP1.1 – Private Driveway  
Project: 430 Head Street Condominium Development  
Author: MTE Consultants  
Date: November 11, 2022

Drawing: PP2.1 – Proposed Retaining Wall and X-Sections  
Project: 430 Head Street Condominium Development  
Author: MTE Consultants  
Date: November 11, 2022

Such plans are on file with the Municipality of Strathroy-Caradoc and may be viewed by contacting the Building & Planning Department at 52 Frank Street, Strathroy, ON. N7G 2R4.

Together with additional plans as may be requested by the Municipality and acceptable to the Chief Building Official of the Municipality.

**SCHEDULE "D"**

**LANDSCAPE PLAN**

The following plans and drawings form part of this agreement.

Drawing: T-1 – Tree Preservation Plan  
Project: 430 Head Street Condominium Development  
Author: MTE Consultants  
Date: October 6, 2022

Drawing: T-2 – Tree Preservation Plan  
Project: 430 Head Street Condominium Development  
Author: MTE Consultants  
Date: October 6, 2022

Drawing: T-3 – Tree Preservation Details  
Project: 430 Head Street Condominium Development  
Author: MTE Consultants  
Date: October 6, 2022

Drawing: L-1 – Landscape Plan  
Project: 430 Head Street Condominium Development  
Author: MTE Consultants  
Date: October 6, 2022

Such plans are on file with the Municipality of Strathroy-Caradoc and may be viewed by contacting the Building & Planning Department at 52 Frank Street, Strathroy, ON. N7G 2R4.

**SCHEDULE "E"**  
**ESTIMATED COSTS**

STRATHROY-CARADOC  
Estimate of Development Servicing Related Costs

Development:	430 Head Street Condominium Development
Number of Units:	21
Estimate Prepared By:	MTE Consultants Inc.
Date:	November 9, 2023

**ITEM # DESCRIPTION**

**A: PROPOSED DEVELOPMENT**

A1	EARTHWORKS	\$	19,100.00
A2	SANITARY	\$	90,400.00
A3	STORM	\$	192,900.00
A4	WATERMAIN	\$	87,400.00
A5	SERVICE CONNECTIONS (Sanitary & Water)	\$	67,200.00
A6	PRIMARY ROADWORKS (Curb & Gutters and Granulars to Base Asphalt)	\$	108,000.00
A7	SECONDARY ROADWORKS (Surface Asphalt)	\$	77,700.00
		SUB-TOTAL \$	642,700.00
		HST (13%) \$	83,551.00
		<b>SUB-TOTAL PART "A" \$</b>	<b>726,251.00</b>

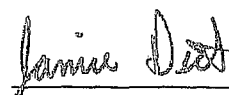
**B: MISCELLANEOUS**

B1	SEDIMENT & EROSION CONTROL	\$	11,100.00
B2	RETAINING WALLS	\$	9,100.00
B3	FENCING	\$	25,000.00
		SUB-TOTAL \$	45,200.00
		HST (13%) \$	5,876.00
		<b>SUB-TOTAL PART "B" \$</b>	<b>51,076.00</b>

**C: EXTERNAL WORKS**

C1	REMOVALS	\$	1,500.00
C2	SANITARY	\$	5,800.00
C3	STORM	\$	4,200.00
C4	WATERMAIN PRIMARY ROADWORKS (Curb & Gutters, Sidewalk and Granulars to Base Asphalt)	\$	21,800.00
C5	SECONDARY ROADWORKS (Surface Asphalt)	\$	6,000.00
C6		\$	5,300.00
		SUB-TOTAL \$	44,600.00
		HST (13%) \$	5,798.00
		<b>SUB-TOTAL PART "C" \$</b>	<b>50,398.00</b>

**TOTAL \$ 827,225.00**

Signature:   
 Jamie Dick, P.Eng.  
 MTE Consultants Inc.