

- b) The following shall be provided by the Owner to the satisfaction of and at no expense to the Municipality:

Parking:

- i) All parking areas and access thereto shall be constructed with a hard surface to the satisfaction of the Municipality and shall be completed to a minimum of base asphalt prior to occupancy.
- Barrier-free access shall be provided between parking areas and other outdoor public spaces and interior building spaces in accordance with the requirements of the Ontario Building Code.
- ii) All parking spaces shown on Schedule 'B' shall comply with the required dimensions as set out in the Municipality's Comprehensive Zoning By-law.

Water Supply:

- iii) Adequate water supply shall be provided to the site and buildings prior to occupancy and this water supply shall be to the satisfaction of the Municipality. No work shall be performed on the existing municipal water distribution system without prior written approval of the Municipality.

Firefighting Access and Signage:

- iv) Fire routes as shown on Schedule 'B' shall be approved by the Municipality and maintained in an unobstructed manner and shall be constructed in a manner that will accommodate the Municipality's firefighting vehicles and equipment. The Owner shall install signs which denote the designated fire route prohibiting parking, storage or other obstructions.

Protect and Restore Internal Laneways/Roadways and External Streets:

- v) The Owner shall be responsible for protecting existing internal laneways/roadways as set out in Schedule 'B' including fire routes as noted in the previous subsection of this Agreement, and all streets affected by the construction of this project and shall restore such internal laneways/roadways and streets to their previous condition to the satisfaction of the Municipality. The Owner shall install an apron on the driveway extending from the edge of the existing road to the property line. This apron shall be paved with a hard surface sufficient to support the weight of Municipality fire-fighting equipment, to the satisfaction of the Municipality.

Private Services and Fire Hydrants:

- vi) The services located within the Plan as laid out and more particularly described in Schedules "B" 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").

Any required extensions or expansions to storm, sanitary and/or water services on the site shall be installed at the expense of the Owner to the satisfaction of the Municipality's Engineer. The location and installation of any required fire hydrants shall be per Schedule 'B' as approved by the Municipality's Fire Chief and Engineer. Any required hydrants will be supplied and installed at the expense of the Owner in accordance with the Municipality's standards.

Prior to the start of construction and installation, the Owner shall apply to the Municipality for a building permit for the private services located on or under the property. The Owner shall notify the Ministry of the Environment, Conservation and Parks that the services are deemed private.

Utilities:

- vii) 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.

The Owner acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Owner further agrees and acknowledges to convey such easements at no cost to Bell Canada.

Grading and Drainage:

- viii) The property shall be graded & drained to the satisfaction of the Municipality and in accordance with the approved plans attached as Schedule "B":
- the flow of water resulting from the Development or any grading and drainage facilities shall not create an erosion problem or aggravate an existing problem, and;
 - the flow of water shall not cause a drainage problem on the development site or on other land.

Should such occur, the Owner shall carry out any necessary remedial work to correct the problem as recommended by its consulting engineer and to the satisfaction of the Municipality.

Engineer Supervision and Certification

- ix) All works installed in accordance with Schedule "B" and this Agreement shall be installed to the satisfaction of the Owner's retained engineer and the Municipality. The Owner's retained engineer shall provide a certificate, signed and stamped to the Municipality confirming his or her engineering approval of the as constructed works. The Owners retained engineer shall provide full time inspection for any works within the Municipal Right of Way or works to be assumed by the Municipality.

Work Within the Road Allowance - Service Fees and Deposits:

- x) The Owner acknowledges that work within the road allowance is subject to service fees and deposits which are in addition to any security required under the terms of this Agreement in connection with work on the Land.

If required by the Municipality, the Owner shall apply for a Road Works Permit and shall complete a Service Connection Application. The Owner shall be solely responsible for the fees associated with the above-mentioned permit and application and shall complete all works associated with the road works permit and the service connection application. The Owner shall satisfy all the

conditions of the said permit and of the said application to the satisfaction of the Municipality at the Owner's sole expense.

Security:

- xi) It is further acknowledged by and between the Parties hereto that all of the aforesaid work shall be completed by the Owner to the satisfaction of the Municipality to the extent required by the Municipality prior to building occupancy. The Owner agrees to provide the Municipality, prior to the start or any construction on the Land and prior to the issuance of any building permits, an unconditional and irrevocable security in the amount of **Fifteen Thousand Dollars (\$15,000.00)** in order to ensure compliance with all of the requirements of this Agreement. The Owner shall ensure that the security is kept in full force and effect until advised by the Municipality that the security can be released. The security may be drawn upon by the Municipality, at its sole discretion, to repair or address any deficiency or breach related to this Agreement and will only be released upon one hundred percent (100%) of the works and facilities being completed by the Owner to the satisfaction of the Municipality; upon receipt by the Municipality of as-built drawings as required in this Agreement; and upon evidence that any arrears of taxes outstanding against the lands have been paid. If the Owner defaults in the performance of any of its obligations with regards to this Agreement, the Municipality may at its sole discretion complete the work, perform the service and supply the materials so in default or any part thereof and the Owner shall pay the Municipality forthwith on demand the costs thereof to the Municipality. The payment of these costs shall be drawn on the said security. Should the deposit be insufficient to cover the cost of rectifying deficiencies or breaches of this Agreement, the Owner shall forthwith pay to the Municipality such sum as may be required to make up the total cost of the work.

As-Built Drawings:

- xii) The Owner is required to provide as-built drawings for any Municipal infrastructure however is not required to provide the Municipality with as-built drawings for private services.

Notification of Archaeological Material:

- xiii) The Owner agrees to notify the Ontario Ministry of Culture in London (519-675-7742) if any deeply buried archaeological material be found during construction.

Notification of Human Remains:

- xiv) The Owner agrees to notify the Ministry of Culture and the Cemeteries Regulation Unit in the Ontario Ministry of Consumer and Commercial Relations in Toronto, as well as the municipal police and local coroner if human remains are found during construction.

Site and Roads to be Kept Tidy:

- xv) The Owner agrees to keep the site tidy during construction so that the raising of dirt and dust is kept to a minimum and further that all roads adjacent and in the vicinity of the development are kept clean of mud and debris. During construction, the Municipality may request external roads to be cleaned from time to time.

Municipal Addressing and Unit Numbers:

- xvi) 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. Temporary address signage shall be in place during all phases of construction.

Obstruction of Roads During Construction:

- xvii) The Owner agrees to obtain all necessary permits/permissions prior to blocking or obstructing any roads adjacent and in the vicinity of the development, and to reroute traffic to the satisfaction of the Municipality, all at the Owner's expense.

Construction Traffic

- xviii) 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.

Construction Activities

- xix) The Owner covenants and agrees:
 - (a) to advise all contractors that the proposed development may involve blasting and other construction activity that may affect off-site buildings, structures and utilities;
 - (b) to 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;
 - (c) to 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;
 - (d) to 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;
 - (e) to 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;
 - (f) to 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;
 - (g) to comply with all provisions of the Municipality's noise by-law.

Payment of Costs

- xx) 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 negotiation and completion of this agreement and any amendments to this agreement for future phases, or for the completion of a new agreement if required by the Municipality in its sole discretion, and including costs arising out of the realization upon any security given under this agreement or any amendment to this agreement.

Owner Responsibility and Indemnity

- xxi) 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.

Repairs to Existing Storm System

- xxii) The Owners agrees to repair the existing stormwater management system/pipes located on Doune Street as shown in Schedule 'B' of this agreement at the Owners sole expense.

Extension of Doune Street

- xxiii) The Owners agreements to construct an extension to the existing Doune Street as shown in Schedule 'B' of this agreement and the Owners sole expense. The Owner further agrees that the municipality shall not be responsible for this extension in any way until all works are complete in accordance with Schedule 'B' of this agreement and to the satisfaction of the Municipality.

Sanitary Service

- xxiv) The Owner agrees that they shall be responsible for all maintenance, repairs and blockages for the sanitary service from private property to the sanitary sewer main in the road at all times.

Driveway Extension

- xxv) The Owner agrees that they shall be responsible for all maintenance and repairs to the driveway extension. The Municipality shall not be responsible for any winter maintenance of the driveway extension. If the Municipality extends or reconstructs Doune Street, the driveway extension may be removed and replaced with a standard driveway as determined at the sole discretion of the Municipality.

Sole Risk and Expense of Owner:

- c) The Owner shall maintain to the satisfaction of the Municipality and at the sole risk and expense of the Owner those facilities, works or matters required to be provided under subclause 2 b) of this Agreement.

Approval to Lapse:

- d) The approval of the attached Schedule 'B' by the Municipality shall lapse if development of the land:
 - i) is not carried out and completed in accordance with the said Schedule; or
 - ii) is not completed within two (2) years of the execution of this Agreement unless an extension has granted in writing by the Municipal Council.

Compliance:

3. The Owner hereby acknowledges and agrees that:

- a) Pursuant to subsection 5.11 of the Site Alteration By-law, this Agreement is to be registered against the Land and the Municipality is entitled to enforce the provisions hereof against the Owner, and subject to the provisions of the *Registry Act* and the *Land Titles Act*, any and all subsequent owners of the Land. Any such costs relating to the preparation and registration of this Agreement are the responsibility of the Owner.
- b) Upon completion by the Owner all of the Terms and Conditions of this Agreement and at the written request of the Owner, the Municipality shall provide a letter affirming such compliance.

Amendment of Agreement:

4. Amendments to this Agreement may be carried out at any time with the consent, in writing, of the Municipality and the registered Owner of the Land at the time of such amendment.

Breach by Owner:

5. Upon breach by the Owner of any covenant, term or condition of this Agreement, and if such breach has not been rectified to the satisfaction of the Municipality by the Owner within seven (7) days of notice from the Municipality, the Municipality at its sole option, may:
 - a) require all work on the land to cease; and
 - b) complete any necessary work and the Owner agrees to forthwith indemnify the Municipality for any expense in this regard, such expense shall form a lien against the land and may be collected by the Municipality in the same manner as realty taxes pursuant to Section 446 of the *Municipal Act*, 2001. The remedies provided in this paragraph shall be in addition to any other remedy available to the Municipality pursuant to this Agreement or at law.

Postponement and Subordination:

6. The Owner covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrances as may be deemed necessary by the Municipality to postpone and subordinate their interest in the Land to the interest of the Municipality to the extent that this Agreement shall take effect and have priority as if it had been executed and registered prior to the execution and registration of the document or documents giving to the mortgagee and/or encumbrancers their interest in the Land.

Notices:

7. All payments, notices, demands, requests, approvals, representations, and consents which may be or are required to be given by either party to the other herein, shall be in writing and delivered or sent by prepaid registered mail to the parties at their respective addresses. Unless notice of change of address shall be given by either party to the other, their respective addresses shall be:

If to the Municipality, to it at:

52 Frank Street.
Strathroy, ON
N7G 2R4
Attention: Clerk

If to the Owner, to it at:

Brad Thody
1000455370 Ont. Ltd.
15047 Ilderton Road, Ilderton ON
N0M2A0

(519) 868-6406
bthody1@gmail.com

and if any such notice, demand, request, approval, representation or consent is sent by prepaid registered mail, it shall be conclusively deemed to have been received on the third business day following the mailing thereof and if delivered, it shall be conclusively deemed to have been received at the time of delivery. It is agreed, however, that notwithstanding the foregoing provisions with respect to mailing, in the event that it may be reasonably anticipated that due to any strike, lock-out, or similar event involving a postal service, any payment, notice, demand, request, approval, representation or consent will not be received by the addressee within the time hereinbefore provided, then the mailing of any payment, notice, demand, request, approval, representation or consent as aforesaid shall not be an effective means of sending the same but rather any payment, notice, demand, request, approval, representation or consent must be sent by the most reasonably expeditious means of transportation available.

Governing Law and Jurisdiction:

8. This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the courts of such Province shall have exclusive jurisdiction to ascertain any action in connection with this Agreement.

Entire Agreement and Assignment:

9. This Agreement constitutes the entire agreement among the Parties and shall not be modified, amended or assigned except with the consent in writing of the Parties hereto. A consent to any assignment required hereunder may be arbitrarily or unreasonably withheld until the proposed assignee executes and delivers such documents as, in the opinion of the legal counsel of the Municipality, are necessary to oblige himself or itself hereunder.

Enurement:

10. The provisions hereof shall enure to the benefit of and be binding upon the Parties hereto and their heirs, executors, administrators, successors and assigns.

Severability:

11. If any of the Terms of this Agreement shall be found to be ultra vires of the Municipality, or otherwise unlawful, such terms shall inclusively be deemed to be severable, and the remainder of this Agreement mutatis mutandis shall be and remain in full force and effect.

Interpretation:

12. The headings, subheadings, and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

Electronic Signatures:

13. The parties to this Agreement acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. "Electronic signature" shall include but shall not be limited to faxed versions of an original signature or electronically scanned and transmitted versions (e.g. via pdf) of an original signature.

[The remainder of this page is left blank intentionally.]

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their signatures and Corporate Seals attested to by the hands of their proper officers, duly authorized.

MUNICIPALITY

**Corporation of the Municipality
of Strathroy-Caradoc**

Name:

OWNER

1000455370 Ontario Limited



Name: Bradley Thody

I have the authority to bind the Corporation

SCHEDULE 'A'

LEGAL DESCRIPTION OF LAND AFFECTED BY THE SITE ALTERATION AGREEMENT

LT 68, RCP 412 ; BEING PART 1 ON PLAN 33R19883 MUNICIPALITY OF STRATHROY-CARADOC being PIN 09610-0361 (LT)

and

PART LOT 69, RCP 412 DESIGNATED AS PART 3 ON PLAN 33R-19883, MUNICIPALITY OF STRATHROY-CARADOC/STRATHROY being PIN 09610-0364 (LT)

SCHEDULE 'B'
SITE ALTERATION PLANS

Drawing: C1 – Notes and Legend
Project: 2 Storey Townhome Development
Author: Strik Baldinelli Moniz
Date: August 27th, 2024

Drawing: C2 – Existing Conditions, Removals, and Sediment & Erosion Control Plan
Project: 2 Storey Townhome Development
Author: Strik Baldinelli Moniz
Date: August 27th, 2024

Drawing: C3 – Site Servicing Plan
Project: 2 Storey Townhome Development
Author: Strik Baldinelli Moniz
Date: August 27th, 2024

Drawing: C4 – Site Grading Plan
Project: 2 Storey Townhome Development
Author: Strik Baldinelli Moniz
Date: August 27th, 2024

Drawing: C5 – Standard Details
Project: 2 Storey Townhome Development
Author: Strik Baldinelli Moniz
Date: August 27th, 2024

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.