

THIS AGREEMENT made this . . . day of July 2024.

BETWEEN :

2323377 ONTARIO INC

hereinafter called the "**Owner**"

OF THE FIRST PART

- and -

THE CORPORATION OF THE MUNICIPALITY OF STRATHROY-CARADOC

hereinafter called the "**Municipality**"

OF THE SECOND PART

WHEREAS the Owner is the owner of lands within the Municipality of Strathroy-Caradoc legally described as PART OF LOT 23, CONCESSION 2 SER, STRATHROY, DESIGNATED AS PARTS 3 AND 5, PLAN 33R-19026; SUBJECT TO EASEMENT OVER PART 5, PLAN 33R-19026 AS IN ER504305 being PIN 09616-0333 (LT) and PART OF LOT 22 CONCESSION 2 SER, STRATHROY, DESIGNATED AS PART 1 PLAN 33R-19026; MUNICIPALITY OF STRATHROY-CARADOC being PIN 09616-0331 (LT) with the Municipal address of 785 Wright Street (the "Land");

AND WHEREAS Parts 1, 3 and 5 on reference plan 33R-21934 are described as the "Retained Lands" and Parts 2, 4 and 6 to 12 on reference plan 33R-21934 are described as the "Severed Lands"

AND WHEREAS the Owner has made Consent Application B10/2023 & B11/2023 and the Municipality has given conditional approval, dated July 12, 2024, to Consent Application B10/2023 & B11/2023 in respect of the Land;

AND WHEREAS the Land subject to Application B10/2023 & B11/2024 is to be severed and divided into two building lots;

AND WHEREAS the decision dated July 12, 2023 required that the applicant enter into a servicing agreement with the Municipality that requires the future owner of the Lands to connect to municipal water and sanitary services at time of development, provides notice of the requirement to entered a shared service agreement for stormwater management and to contribute costs based on flows, to the satisfaction of the Municipality.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the Municipality agree as follows:

1. REQUIRED WORKS

1.1 Connection to Municipal Sanitary and Water System

The Owner shall connect the subject Lands to the Municipal water supply and Municipal sewer facilities with all costs, including applicable fees and charges borne by the Owner to the satisfaction of the Municipality. For greater clarity, the Severed Lands shall be connected to Municipal water and sewer facilities at the time of development of those lands, to the satisfaction of the Municipality.

1.2 Work/Entrance Permits

The Owner further agrees that it shall at its sole expense, obtain from the Municipality all permits required by the Municipality prior to commencing any works within the Wright Street road allowance and any permits required for works on the Lands.

1.3 Works in Road Allowances

The works shall comply with the advice of the municipality that the proposed development plans address 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. All works shall be complete in accordance with all municipal standards and by-laws.

1.4 Commencement of Works and Completion Date

The works will be commenced upon approval from the Municipality. The works to service the retained lands shall be completed if and when development or alteration of any kind on the Lands is undertaken.

In the event that the municipality reconstructs Wright Street prior to the Owner installing water and sanitary services, the Owner shall be required to connect into such services within 180 days of installation of the services to property line which includes the completion of all private works on the Lands required in order to connect the Lands to municipal water and sanitary. In the event no building or structure is constructed on the Severed Lands when Wright Street is reconstructed, the Owner shall connect to services when a building or structure is constructed on the Severed Lands. The Owner shall be responsible for all costs for the installation of the services including reimbursing the Municipality for the costs associated with installation of services to property line. The cost of installation will be based on actual construction costs at the time of construction.

1.5 Shared Servicing Agreement

The Owners of the Retained Lands, Severed Lands and lands described as PART LOT 22 CONCESSION 2 SER DESIGNATED AS PART 1 PLAN 33R-17299, MUNICIPALITY OF STRATHROY-CARADOC being PIN 09616-0296 shall enter into a shared servicing agreement with respect to the shared stormwater management facilities, including the pond and conveyance infrastructure. The shared agreement shall include provisions for construction, maintenance and repair of the stormwater management facilities and the shared costs associated with such. The cost sharing shall be distributed based on contributing stormwater flows from each property.

2. PLANS, INSPECTION, STANDARDS

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. All work shall be completed in accordance with good engineering practices to the satisfaction of the Municipality 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.
- (b) In the event that the municipality reconstructs Wright Street prior to the Owner installing water and sanitary services, the Owner shall reimburse the municipality for the cost of installation of the services to property line, to the satisfaction of the municipality. The Owner shall be solely responsible for all costs associated with works on the Lands. For clarity, the Owner is the Owner of the Severed Lands at the time Wright Street is reconstructed.

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, if delivered or mailed by prepaid post addressed 785 Wright Street, Strathroy, Ontario N7G 3H8, and to the subsequent owners.

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.

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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.

OWNER



Bill Playford

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

Colin Grantham, Mayor

Brianna Hammer-Keidel, Clerk