

THIS AGREEMENT made this day of August 2024.

B E T W E E N :

TIMOTHY LAWRENCE MACDONALD and TERESA ANNA DESANTIS

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 PT LT 22, CON 4, SER , PART 1, 34R1377 ; STRATHROY, 08595-0161 (LT) with the Municipal addresses of 585 Victoria Street (the "Severed Lands") and 589 Victoria Street (the "Retained Lands") (collectively referred to as the "Lands");

AND WHEREAS the Owner has made Consent Application B2/2024 and the Municipality has given conditional approval, dated March 18, 2024, to Consent Application B2/2024 in respect of the Lands;

AND WHEREAS the Lands subject to Application B2/2024 are to be severed and divided into two building lots with the municipal addresses of 585 Victoria Street and 589 Victoria Street;

AND WHEREAS condition 7 of the Decision of the Committee of Adjustment, dated March 18, 2024, required that *"the applicant enter into a servicing agreement with the Municipality that would require the retained lands to connect to municipal sanitary services if and when Victoria Street is reconstructed, or further development of the retained lands is undertaken, and that this agreement be registered on title of the retained lands"*.

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 Services

The Owner shall connect the Retained Lands to the Municipal sanitary services to the satisfaction of the Municipality acting reasonably (the "Work" or "Works"), with all costs, including applicable fees and charges to be borne by the Owner 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 Victoria Street road allowance and any permits required for Works on the Retained Lands.

1.3 Works in Road Allowances

The Works shall comply with the advice of the Municipality that the proposed plans address Works to be completed within the Victoria Street road allowance including the installation of the required sanitary sewer servicing works, details regarding drainage, and roadway restorations. All Works shall be completed 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 shall be completed if and when the Victoria Street road allowance fronting the Retained Lands is reconstructed, or further development of any kind on the Retained Lands is undertaken. In the event that the Municipality reconstructs the Victoria Street road allowance fronting the Retained Lands prior to the Owner installing sanitary services on the Retained Lands, the Owner shall be required to connect into such services within 180 days of the installation of a sanitary services connection by the Municipality in the Victoria Street road allowance fronting the Retained Lands and the completion of all private Works on the Retained Lands required in order to connect the dwelling to Municipal sanitary services. The Owner shall decommission the existing septic system within 30 days of the dwelling being connected to Municipal sanitary services.

2. PLANS, INSPECTION, STANDARDS

2.1 Release of Plans and Information

At the request of any third party retained by the Municipality, including but not limited to builders, contractors and utility companies, the Owner shall provide all of the plans and information in its possession which are 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 such third party, such plans and information.

2.2 Right of Inspection

Upon the commencement of the Works by the Owner, the Municipality shall have the right, at any time and from time to time, to enter upon the Retained 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 reasonably 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, acting reasonably, 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 plans and specifications approved by the Municipality. All Works 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 Works 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 AND LEGAL MATTERS

3.1 Payment of Costs.

- (a) The Owner agrees to pay, all Engineering, Planning, Survey and Solicitor's fees and Disbursements incurred by the Municipality, acting reasonably, in any way arising out of the Agreement. The Owner shall pay the Municipality within 60 days of the Municipality demanding such payment.
- (b) The Municipality shall provide evidence of such costs and expenses to the Owner when demanding payment.
- (c) In the event that the Municipality reconstructs Victoria Street prior to the Owner installing 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 Municipality shall provide evidence of such costs and expenses to the Owner when demanding payment. The Owner shall pay the Municipality within 180 days of the Municipality demanding such payment.
- (d) The Owner shall be solely responsible for all costs associated with Works on the Retained Lands.

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 Retained 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 Retained Lands. The Owner shall register, or cause to be registered, this Agreement against the title to the Retained 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 Retained Lands. Upon installation of the Works on the Retained Lands to the Municipality's satisfaction, this Agreement shall be discharged from the title to the Retained Lands in the Land Titles Division of Middlesex (No. 33).

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 and 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 Retained Lands and shall be binding upon the Owner and upon its successors and assigns, as owners and occupiers of the Retained Lands 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 Retained 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 589 Victoria Street, Strathroy, Ontario N7G 3C2, 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



Timothy Lawrence MacDonald



Teresa Anna Desantis

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

Colin Grantham, Mayor

Brianna Hammer-Keidel, Clerk