

THIS AGREEMENT made this day of October 2024.

B E T W E E N :

CHRISTINA MARIA LOYENS

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 PARCEL 10-1, SECTION 34M3 LT 10 PLAN 34M3; 34M3 NOT A PLAN OF SUBDIV WITHIN THE MEANING OF PLANNING ACT, TOWNSHIP OF STRATHROY-CARADOC being PIN 08518-0373 (LT) with the Municipal address of 22323 Adelaide Road (the "Land");

AND WHEREAS Part 2 on reference plan 33R-21543 are described as the "Retained Lands" and Part 1 on reference plan 33R-21543 are described as the "Severed Lands"

AND WHEREAS the Owner has made Consent Application B19/2022 and the Municipality has given conditional approval, dated January 24, 2023, to Consent Application B19/2022 in respect of the Land;

AND WHEREAS the Land subject to Application B19/2022 is to be severed and divided into two building lots;

AND WHEREAS the decision dated January 24, 2023 required that the applicant enter into a consent agreement registered on title with the Municipality, which includes provisions to ensure the severed lands maintain the existing Adelaide Road streetscape - including street façade features and the prohibition of board on board fencing along Adelaide Road.

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. ADELAIDE ROAD REQUIREMENTS

1.1 Street Façade

The Owner and any future owners of the Severed Lands shall maintain the existing street façade along Adelaide Road to the satisfaction of the Municipality. For greater clarity, this shall mean that the installation or any buildings, structures, fencing, landscaping, etc. shall not take away from Adelaide Road being considered the façade (frontage) for the surrounding uses and structures. The main dwelling/structure shall be constructed so that it is fronting onto Adelaide Road.

1.2 Fencing

The Owner and any future owners of the Severed Lands shall not install any board on board or opaque fencing along the Adelaide Road frontage.

2. FINANCIAL, SECURITY AND LEGAL MATTERS

2.1 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.

2.2 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.

2.3 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.

3. ADMINISTRATION

3.1 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.

3.2 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.

3.3 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.

3.4 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.

3.5 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 22327 Adelaide Road, Strathroy, Ontario N0L 1W0, 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

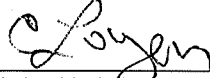
3.6 Further Assurances

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



Christina Maria Loyens

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

Colin Grantham, Mayor

Brianna Hammer-Keidel, Clerk