

**SEVERANCE AND DEVELOPMENT AGREEMENT**

THIS AGREEMENT made this                    day of                    , 2021.

B E T W E E N:

**THE CORPORATION OF THE MUNICIPALITY OF MIDDLESEX CENTRE**  
(the “**Municipality**”)

**OF THE FIRST PART**

-and-

**2445727 ONTARIO INC.**  
(the “**Owner**”)

**OF THE SECOND PART**

**(collectively known as the “Parties”)**

**WHEREAS:**

- A. The Owner warrants that it is the registered owner of the lands described in **Schedule “A”** attached hereto (the “**Subject Lands**”);
- B. Council for the Municipality has authority to make consent decisions pursuant to the *Planning Act*, RSO 1990, c P 13, as amended or replaced (the “**Planning Act**”)
- C. The Owner, applied to sever from the Subject Lands a residential lot with a frontage of approximately 36.1m (9118.4 ft) on Harris Road, a depth of approximately 100 metres (328 feet), and an area of approximately 3,610 m<sup>2</sup> (0.89 ac), identified as Part 1 on 33R-21037 (the “**Severed Parcel**”), and retain the remainder of PIN 08509-0143, having a frontage of approximately 20m (66 ft) on Harris Road and an area of approximately 12.15 ac (4.92 ha) (the “**Retained Parcel**”) in Consent Application B-26/2021 (the “**Consent Application**”);
- D. The Municipality approved the Consent Application on March 24, 2021, providing notice of its decision on March 25, 2021, subject to a number of conditions to be fulfilled on or before March 25, 2022 (hereinafter the “**Lapse Date**”);
- E. The Owner represents and warrants that it has obtained consent from any mortgagees and/or any third parties that have real property interests in the Subject Lands to seek approval to sever and develop the Subject Lands and to the endorsement of this Severance and Development Agreement;
- F. On March 24, 2021, the Municipal Council granted a Consent Decision approving the Application subject to certain severance conditions (hereinafter referred to as the “**Decision**”), which are to run with the Subject Lands and Severed Parcel, as defined herein;
- G. The Consent Decision is consistent with the Provincial Policy Statement, confirms to the County of Middlesex Official Plan and the Middlesex Centre Official Plan, and will conform to the Middlesex Centre Comprehensive Zoning By-Law once the conditions of consent set out in this Severance and Development Agreement have been fulfilled; and
- H. The registration of this Severance and Development Agreement on title of the Subject Lands and Severed Parcel, as defined herein, is authorized by subsections 53(12) and 51(25-26) of the *Planning Act*.

**NOW THEREFORE THIS INDENTURE WITNESSETH** that in consideration of the payment of the sum of TWO DOLLARS (\$2.00) from each party to the other and for other good and valuable consideration, including the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

**Incorporation of Recitals**

- 1. The above recitals are true and are hereby incorporated into this Severance and Development Agreement (hereinafter, this “**Agreement**”) by reference.

### **Conditional Approval of Severance and Development Plan**

2. The Municipality approves development on the Subject Lands in accordance with the plans and specifications attached hereto as **Schedule "B"**, subject to the covenants in this Agreement.

### **Installation of Works and Facilities**

3. The Owner covenants to provide, construct, install and maintain the works and facilities set out and provided for in *Schedule "B"* and to the satisfaction of the Municipality (hereinafter, the **"Works and Facilities"**). The Works and Facilities shall be provided, constructed, installed and maintained by the Owner at absolutely no expense to the Municipality.

### **Responsibility and Cost of the works and Facilities**

4. The Owner is responsible for one hundred percent (100%) of the total cost for completion of the Works and Facilities. Every provision of this Agreement by which the Owner is obliged in any way, even where the provision does not specifically enumerate "at the 100% expense of the Owner", shall be deemed to include the words "at the 100% expense of the Owner". In the event that the Owner default on any provision of this Agreement, the provisions of the *Municipal Act* apply; any monies owing to the Municipality constitute debt to the Municipality and priority lien owing to the Municipality; and the Municipality may use the remedies set out in sections 31-32 to address the default.

### **Development Charges**

5. The Development Charges By-law of the Municipality applies to the development of the Subject Lands and the Owner shall pay development charges in accordance with Municipality's By-Law No. 2017-133, as amended or replaced.

### **Compliance with Law**

6. The Owner shall:
  - (a) Be one hundred percent (100%) responsible for ensuring that the installation, construction and maintenance of the Works and Facilities complies with all applicable Federal, Provincial and Municipal laws, statutes, regulations, by-laws and codes of conduct; and
  - (b) Be responsible for obtaining, at one hundred percent (100%) its own risk and cost, any and all approvals necessary for the installation, construction or removal, of the Works and Facilities prior to the commencement of construction, including without limitation, including without limitation, approvals required by the *Environment Assessment Act*, RSO 1990, c. E.18, as amended or replaced, the *Environmental Protection Act*, RSO 1990, c. E. 19, and any applicable Conservation Authority.

### **Application of County Highways By-laws**

7. The Owner shall:
  - (a) comply with all Municipal By-laws (collectively, hereafter referred to as the **"Municipal By-Laws"**), as amended or replaced, as applicable. The Municipal By-laws may apply but not be limited to Access/Entrance Permits, Work Permits, and Oversize Load/Weight Vehicle Permits in relation to Municipal highways (collectively, hereafter referred to as the **"Municipal Highway By-laws"**) as they apply to the commencement of any work on, under and around Harris Road. The Owner shall comply with the Municipal Highway By-laws and where applicable, shall apply for any such permit or require any contractors and/or agents acting on their behalf to apply for permits and pay appropriate fees in accordance with the Municipal Highway By-laws in advance of commencing any work on, under or around the Subject Lands. The Owner further covenants to provide to the Municipality any security deemed necessary by the Manager of Public Works and/or Municipal Engineer, retained or employed, as designated by the

Municipality (the “**Municipal Designate**”) in accordance with the Municipal Highway By-laws and will require any contractors and/or agents acting on its behalf to provide any security deemed necessary by the Municipal Designate in accordance with the Municipal Highway By-laws and such security shall take the form of an unconditional and irrevocable letter of credit, certified cheque issued by a Canadian Charter Bank, or similar legal tender in a form approved by the Municipality. The aforementioned security may be drawn upon by the Municipality in the event of default on Municipality permitting conditions.

- (c) comply with The Corporation of County of Middlesex (“**the County**”) Highway By-laws, if applicable, as amended or replaced, and as required by the County.

### **Development Control**

- 8. Without limiting the covenants and obligations set out elsewhere in this Agreement, the Owner covenants:

#### *Contractors and Agents*

- (a) To be responsible for the oversight, supervision, direction, work and service of all contractors and/or agents of the Owner which perform work or services on behalf of the Owner in furtherance of this Agreement and to ensure that all work and services performed by their respective contractors and/or agents conforms to the requirements of this Agreement. Any failure by any contractor and/or agent of the Owner to perform work or services to the standard required for the Owner by this Agreement shall constitute a breach of this Agreement by the Owner.

#### *Engineering Drawings*

- (b) To provide engineering drawings for approval by the Municipal Designate inclusive of detailed designs and specifications demonstrating details of all the Works and Facilities. Without limiting the foregoing, the Owner shall provide engineering drawings detailing, where applicable, all grading, stormwater management, sediment erosion control, easements, servicing, entrance details, road allowance widening, pavement widening, utility construction and any other work required as part of the development. Approval shall be in the sole and absolute discretion of the Municipal Designate. Where any of the drawings forming part of *Schedule “B”* require amendment, such amendments shall be subject to the approval of the Municipal Designate, in his/her sole and absolute discretion, and upon approval such plans and drawings shall form part of *Schedule “B”* to this Agreement where so agreed in writing by the Parties.
- (c) The Owner shall provide to the Municipal Designate “as constructed” drawings to the specifications and satisfaction of the Municipal Designate, if required

#### *Restoration of Highways*

- (d) In the event that any highways of the Municipality or the upper-tier municipality, The Corporation of the County of Middlesex, are affected or damaged by any Works and Facilities installed or constructed, the Owner shall restore to their pre-construction condition at 100% its own cost to the satisfaction to the Municipality and or The Corporation of the County of Middlesex, as applicable.

## Water Service

- (e) To extend, construct and connect water service laterals and appurtenances (including without limitation, valves, valve chambers, service connections) from the existing municipal watermain on or under Subject Lands to service the Severed Parcel and to remove or relocate any existing water systems so that they are wholly contained on the Retained Parcel, as provided for and set out in *Schedule "B"* and to the satisfaction of the Municipality. The Owner shall be responsible for one hundred percent (100%) of the total cost of completion of the works referred to in this sub-paragraph 8(f). The parties acknowledge and agree that the following additional provisions apply to the works referred to in this sub-paragraph 8(f):
- i. No work shall be performed on the existing municipal water distribution system located on, under and around Harris Road without prior written approval of the Municipal Designate and the County Engineer, as applicable.
  - ii. All private watermains, services and appurtenances constructed on or under the Subject Lands shall be regarded as private works not to be assumed by the Municipality.
  - iii. The Municipality's Water By-law 2018-028, as amended or replaced ("**Water By-law**"), and the in force *Ontario Building Code Act, 1992*, S.O 1992, c. 23, as amended or replaced, including all in force regulations thereto (collectively, the "**Ontario Building Code**"), apply to the Owner's completion of the works described in sub-paragraph 8(f) and the Owner warrants to adhere to each of their respective provisions when installing said works.
  - iv. The water service laterals and appurtenances (including without limitation, valves, valve chambers, service connections) constructed on or under Harris Road, once approved by the Municipal Designate, may be assumed by the Municipality at the discretion of the Municipality using written notification and shall become infrastructure of the Municipality following formal assumption by the Municipality.
  - v. The Works and Facilities referred to in sub-paragraph 8(f) shall be completed to the satisfaction of the Owner's retained engineer and the Municipal Designate provided however, that approval by the Municipal Designate does not relieve the Owner or the Owner's retained engineer of responsibility for any errors or omissions in engineering specifications and construction/installation of the works. The Owner's retained engineer shall provide a certificate, signed and stamped, to the Municipal Designate confirming his or her engineering approval of the as constructed works. The Municipal Designate may rely on the stamped certificate of the Owner's engineer in determining satisfaction with the works. The Owner's engineer shall be responsible for the engineering of the works referred to in this sub-paragraph 8(f) and the Owner shall remain responsible for construction and maintenance of said works as confirmed in sections 3, 4, 6, 8(h) and 9 of this Agreement
  - vi. No connection of any water service works and watermains may be made to existing municipal water distribution systems without the prior written approval of the Municipal Designate, which approval shall not be given unless and until the Owner's retained engineer has provided to the Municipal Designate:
    1. a certification report to the effect that all new water service works and watermains have been tested in accordance with current Middlesex Centre and Ministry of the Environment, Conservation and Parks Standards and are ready for operation;
    2. a certification report to the effect that all new water service works and watermains have been disinfected and that chlorine residuals are all in accordance with current Middlesex Centre and Ministry of the Environment, Conservation and Parks Standards. Such certification is to be accompanied by bacteria and chlorine residual test results from a qualified laboratory which are satisfactory to the Municipal Designate;
    3. confirmation that the water service works and watermains are in compliance with the Ontario Building Code; and

4. certification that all new water service works and watermains are ready for operation.
- vii. All watermain testing and procedures for testing of chlorine residual and pressure tests shall be witnessed by the Municipal Operating Authority (presently the Municipality) or its designate. The Owner shall reimburse the Municipality for all costs associated with the Municipal Designate's attendance and witnessing of the above noted testing.

#### *Sanitary Sewer Works*

- (f) To remove and relocate existing sanitary systems from the Severed Parcel and construct septic tank system as provided for and set out in *Schedule "B"* and to the satisfaction of the Municipality. The Owner shall be responsible for one hundred percent (100%) of the total cost of completion of the works referred to in this sub-paragraph 8(g). The parties acknowledge and agree that the following additional provisions apply to the works referred to in this sub-paragraph 8(g):
  - i. The Municipality's Discharge of Waste into the Public Sewage Works By-law 2017-060, as amended or replaced ("**Wastewater By-law**"), the Municipality's Infrastructure Design Standards, and the Ontario Building Code, apply to the Owner's installation of the aforementioned works and the Owner warrants to adhere to each of their respective provisions when installing said works.
  - ii. The Owner shall provide a groundwater impact assessment to the Municipality.

#### *Stormwater and Drainage Works*

- (g) To provide, construct and install drainage and stormwater management works on the Severed Parcel as required by and to the satisfaction of the Municipality. The Owner shall be responsible for one hundred percent (100%) of the total cost of completion of the works referred to in sub-paragraph 8(h). The Parties acknowledge and agree that the following additional provisions apply to the works referred to in this sub-paragraph 8(h):
  - i. The Owner shall submit a detailed Stormwater Management Plan (hereinafter referred to as the "**Stormwater Management Plan**") to be reviewed and approved by the Municipality. The Stormwater Management Plan shall be designed and constructed in accordance with the current guidelines and standards prescribed by the Municipality. The final Stormwater Management Plan shall incorporate necessary measures to enhance the quality of stormwater discharges and to control erosion and sedimentation during and after construction.
  - ii. The drainage and stormwater management works constructed on or under the Severed Parcel shall be regarded as private development to be constructed and maintained by the Owner and not municipal works to be assumed by the Municipality. The Municipality shall not, at any time, have liability or responsibility for the design, construction, installation, operation or maintenance of the drainage and stormwater management works on or under the Subject Lands.

#### *Lot Grading Plan*

- (h) To confine all stormwater to the Subject Lands and Severed parcel, and maintain appropriate grading in accordance with the plans and specifications set out in *Schedule "B"* and to the satisfaction of the Municipality. The Owner shall ensure that there is no interruption to any subsurface drainage flow because of construction on the site, which would have an adverse effect on neighbouring properties. Should such an interruption 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 and the County of Middlesex in the event an upper-tier road allowance be impacted, at no cost to the Municipality, the County, or neighbouring property owners. The Owner shall be responsible for one hundred percent (100%) of the total cost of completion of the works referred to in this sub-paragraph 8(i). The Parties acknowledge and agree that the following additional provisions apply to the works referred to in this sub-paragraph 8(i):

- i. Within six (6) months of the issuance of the Certificate of Occupancy by the Municipality for any dwelling constructed on the Severed Parcel, the Owner shall provide a final lot grading certificate from an Ontario Land Surveyor or a civil engineer certifying that the final grading of the lot and all appurtenant drainage works and facilities have been constructed and/or completed in accordance with *Schedule "B"*.
- ii. The Owner shall thereafter maintain, or cause to be maintained, the elevation and grade of the Lots in general conformity with *Schedule "B"* and to the satisfaction of the Municipality.

#### *Road Entrance*

- (i) To, upon obtaining a building permit from the Municipality for a residence(s) on the Severed Parcel, maintain or construct a road entrance from Harris Road to the Severed Parcel to the satisfaction of the Municipality. The Owner shall be responsible for one hundred percent (100%) of the total cost of completion of the works referred to in this sub-paragraph 8(j). The Parties acknowledge and agree that the following additional provisions apply to the works referred to in this sub-paragraph 8(j):
  - i. The Owner shall apply to the Municipality for a road entrance permit and comply with all requirements thereof prior to the commencement of construction of the above-noted entrance.
  - ii. The Owner shall maintain that portion of the road allowance from which access to the Severed Parcel is available between the lot line and the traveled portion of the street.
  - iii. The Owner shall obtain a building permit and construct a road entrance from Harris Road to the Retained Parcel, if required by the Municipality at a later stage, and shall be responsible for one hundred percent (100%) of the cost of completion.

#### *Utilities*

- (j) To, upon obtaining a building permit from the Municipality for a residence on the Severed Parcel, arrange to have all necessary electrical, telephone, natural gas, and other utilities, public or private authorities having jurisdiction, design and install in locations approved by the Municipality and at no expense to the Municipality, all necessary electrical, telephone, natural gas, and other utilities all of which are to be installed underground. The Owner acknowledges and agrees that its obligations pursuant to this Agreement to construct, install and maintain the Works and Facilities includes the replacement or repair of any Works and Facilities that are damaged or altered in connection with the installations pursuant to this sub-paragraph 8(k). In addition, the Owner acknowledges and agrees to enter into any additional or other agreements necessary in order to give effect to this sub-paragraph.

#### *Access*

- (k) The Owner shall restrict the means of vehicular access to the Subject lands and Severed Parcel in accordance with *Schedule "B"* and as required by the Municipality. Prior to any work being undertaken within a road allowance, the Owner will obtain a work permit from the road authority having jurisdiction. The undertaking of such work shall be to the satisfaction of the road authority having jurisdiction.

#### *Demolition Permit(s)*

- (l) To obtain a demolition permit prior to the removal of the buildings to be demolished, associate structures including well or septic systems to be removed from the Subject lands and Severed Parcel in accordance with *Schedule "B"* and in conformity with the regulations of the Zoning By-law.

*Subject Landscaping and Boulevard Maintenance*

- (m) To provide landscaping on all areas of the Subject Lands not covered by the building, parking areas and driveways as provided for and set out in *Schedule "B"* and in accordance with applicable municipal by-laws to the satisfaction of the Municipality. The Owner shall maintain that portion of road allowances between the lot line and the travelled portion of roads.

*Open Storage*

- (n) Not to engage in any open storage. The Owner hereby acknowledges open storage is not permitted.

*Property Maintenance and Garbage*

- (o) To maintain or cause to be maintained the Subject Lands at all times in as neat and tidy a condition as is reasonably consistent with the development of the Subject Lands pursuant to the Building Permit, including weed removal and grass cutting prior to and during the development, and after completion of the development.

**Maintenance of Works and Facilities**

- 9. The Owner covenants to maintain, at its sole risk and expense, all of the Works and Facilities as provided for and set out in *Schedule "B"*. Such obligation does not apply to any works which have been formally assumed by the Municipality pursuant to Assumption By-law. In the event that the Owner fails or neglects to provide such maintenance to the satisfaction of the Municipality or in the event of any failure, malfunction or unauthorized alteration to the Works and Facilities, the Owner will be in default of this Agreement and the Municipality may remedy the default as set out in sections 30-31 of this Agreement.

**Mud and Debris Clean-up; Dust Suppression**

- 10. The Owner is responsible for all mud and debris tracked onto roadways from vehicles entering or leaving the construction site and for all dust generated during construction. The Owner shall, upon verbal and/or written request by the Municipality or County immediately proceed with clean-up operations at the Owner's expense. To eliminate dust, the Owner may be required to apply dust suppressants, covering stock piles of top soil with tarps or applying ground cover to the areas that have been stripped and left undeveloped at the direction of the Municipality.

**Cash in Lieu of Parkland Dedication**

- 11. The Owner shall pay One thousand one hundred dollars (\$1,100.00) cash-in-lieu of parkland dedication to the Municipality.

### **Retained Engineer Certificate**

12. All Works and Facilities installed in accordance with *Schedule "B" and this Agreement* shall be installed to the satisfaction of the Owner's retained engineer, the Municipal Designate and the Municipal Chief Building Official, provided however, approval by the Municipal Designate and Municipal Chief Building Official does not relieve the Owner and/or Owner's retained engineer from full responsibility for any errors or omissions in engineering specifications and construction/installation of the Works and Facilities. The Owner's retained engineer shall provide a certificate, signed and stamped (hereinafter referred to as the "**Engineer Certificate**"), to the Municipal Designate and the Municipal Chief Building Official confirming his or her engineering approval of the as constructed works. The Municipal Designate and Municipal Chief Building Official may rely on the stamped certificate of the Owner's engineer in determining satisfaction with the Works and Facilities. The Owner's retained engineer shall be responsible for the engineering of the Works and Facilities and the Owner remains responsible for construction and maintenance.

### **Security**

13. The Owner agrees and covenants to provide to the Municipality, prior to the execution of this Agreement by the Municipality, an unconditional and irrevocable letter of credit (hereinafter "the **Letter of Credit**") in favour of the Municipality from a financial institution approved by the Municipality in the amount of Twenty Thousand dollars (**\$20,000.00**). The Owner shall ensure that the aforementioned Letter of Credit is kept in full force and effect and shall pay all premiums for the said Letter of Credit as they become due. The Letter of Credit may be drawn upon by the Municipality at its discretion to repair or address any deficiency or breach of the Owner related to this Agreement and will only be released in accordance with the following:
  - (a) Upon completion, to the satisfaction of the Municipality, of the Works and Facilities, save and except those works described in sub-paragraph 8(h), the Municipality shall release 70% of the Letter of Credit.
  - (b) The Municipality shall release the remaining 30% of the Letter of Credit upon completion of Works and Facilities described in sub-paragraph 8(h) with respect to Storm Water and Drainage Works.

### **Time for Completion**

14. The Owner shall comply with the requirements of this Agreement within two (2) year from the date of issuance of a building permit that relates to the requirement. The Owner shall provide proof of completion of the Works and Facilities to the satisfaction of the Municipal Designate. Without limiting the foregoing, the proof required shall include but is not limited to a survey, engineering certification, architectural (including subject landscape architectural) certification and/or any other type of certification.
15. Upon failure of the Owner to complete the requirements of this Agreement within the said two (2) year period, such will constitute a default of this Agreement and the Municipality may proceed to remedy the default as set out in sections 31-32 of this Agreement.

### **Registration and Priority of Agreement**

16. The Parties acknowledge and direct that this Agreement be electronically registered on title of the Subject Lands at the appropriate Land Titles Office by legal counsel for the Owner at one hundred percent (100%) the expense of the Owner to the intent and purpose that this Agreement and all of the Owner's covenants herein shall run with the Subject Lands. The Owner shall provide the Municipality with proof of registration.
17. The Owner hereby agrees that if at the time of registration of this Agreement there are any encumbrances on the title to the Subject Lands held by any party other than the Municipality, then the Owner shall arrange for the discharge of such encumbrances from title. In the alternative, the Owner shall, prior to the registration of this Agreement,



obtain a postponement and consent in favour of the Municipality for each encumbrance to this Agreement's priority on title of the Subject Lands.

## Responsibility and Indemnity

18. The Owner expressly acknowledges and agrees that the development of the Subject Lands, including the installation and construction of the Works and Facilities, is entirely and solely at the Owner's own risk and expense without liability or responsibility of the Municipality.
19. Without limiting the foregoing, the Owner releases, indemnifies, completely holds harmless and agrees to defend the Municipality, its Councillors, officers, employees, legal counsel, agents and contractors, from and against any and all suits, judgments, claims, demands, expenses, actions, causes of action, duties, assessments, fees, penalties, liabilities, losses and costs (including without limitation, legal expenses on a solicitor-client basis and for any claim for lien made pursuant to the *Construction Act* (Ontario) and for any and all liability for:
  - (a) damages to any property, including property other than the Subject Lands;
  - (b) any direct, indirect, special or consequential damages; and
  - (c) any injury to any person (including death) however caused;

which in any manner arise out of or are in any manner related to this Agreement, the development of the Subject Lands and/or the installation and construction of the Works and Facilities pursuant to *Schedule "B"* and this Agreement.

## Insurance

### *Owner Insurance*

20. Forthwith upon execution of this Agreement, the Owner shall provide the Municipality with policies of insurance from the Owner supplied by an insurance broker/provider licenced to provide insurance in Ontario, which provides coverage limits of not less than Two Million Dollars (**\$2,000,000.00**) per occurrence or such greater amount as may be specified by the Municipality from time to time, and names the Municipality as an additional insured from and against personal injury/bodily harm (including death), property damage, errors and omissions, and contractual liability arising from this Agreement, which arise out of the installation/construction and maintenance of the Works and Facilities of this Agreement. In addition, such insurance policies shall contain a cross liability and severability of interest clause, and endeavor to provide for a minimum of thirty (30) days written notice of cancellation. The Owner shall upon the request of the Municipality, and in any event, prior to the commencement of any work, provide a copy of the certificate of insurance and other documentation confirming that the premiums for the above mentioned insurance policies of the Owner shall continue until all of the Works and Facilities are constructed to the satisfaction of the Municipality.

### *Contractor/Agent Insurance*

21. Forthwith, upon execution of this Agreement, the Owner shall require any contractor and/or agent providing services or work in relation to this Agreement to provide the Municipality with insurance policies supplied by an insurance broker/provider licenced to provide insurance in Ontario, which provides coverage limits of not less than Two Million Dollars (**\$2,000,000.00**) for each of the contractor(s) and/or agent(s) and names the Municipality as an additional insured from and against personal injury/bodily harm (including death), property damage, errors and omissions, contractual liability (from this Agreement), employer's liability, employee benefits liability and non-owned auto liability which arise out of the installation and construction of the Works and Facilities of this Agreement. In addition, such insurance policies shall contain a cross liability and severability of interest clause, and endeavor to provide for a minimum of thirty (30) days written notice of cancellation. The contractor(s) and/or agent(s) shall upon the request of the Municipality and in any event, prior to the commencement of any work, provide a copy of the certificate of insurance and other documentation confirming that the premiums for the abovementioned insurance policies have been paid and that such policies are in full force and effect. Such insurance policies of contractors and/or agents of the Owner retained for construction of the works described herein, shall continue until all of the aforementioned works are constructed to the satisfaction of the Municipality.

### *Retained Engineer Insurance*

22. The Owner further warrants that its respective retained engineer carries Professional Liability Insurance in the amount of at least Two million dollars (**\$2,000,000.00**) and that it will require its retained engineer to provide a copy of the certificate of insurance and other documentation to the Municipality confirming that the premiums for the abovementioned insurance has been paid and that such policy is in full force and effect with respect to coverage for the engineering work related to this Agreement.

### **Work Standards and Compliance with Laws**

23. The Owner shall ensure that all work completed on property owned by the Municipality is carried out in a manner that is in conformity with the *Occupational Health and Safety Act*, R.S.O. 1990, Ch. O.1, as amended or replaced, and other legislation or requirements. The Municipal Designate shall provide an "Authorization to Proceed with Construction" and give the Owner a copy that must be on site at all times and available upon request. The Owner shall require that the any contractor and/or agent must complete the form "Registration of Constructors and Employers Engaged in Construction" and it must be on site and available upon request.
24. The Owner shall ensure that the contractor(s)' and/or agent(s)' employees and subcontractors perform all of the work and services described in this Agreement with the degree of care, skill and diligence of a professional contractor, as defined by normal industry practice. The Owner shall further ensure, that at all times the contractor(s) and/or agent(s) as well as their subcontractors and employees are in compliance with all Federal, Provincial and Municipal laws, statutes, regulations, by-laws and codes of conduct. All certificates of training must be available upon request of the Municipality.

### **Legal Costs**

25. The Owner, within thirty (30) days of the approval of this Agreement by Municipal Council, shall pay to the Municipality, two-thousand and five hundred dollars (\$2,500.00) for reimbursement of a portion of the Municipality's actual legal fees and disbursements incurred by the Municipality in the drafting and reviewing of this Agreement. Further, the Owner agrees that it does not dispute the reasonableness of the aforementioned payment and is estopped from doing so. Pursuant to the *Municipal Act, 2001*, the costs are a debt and priority lien owing to the Municipality

### **Engineering, Planning, Administration, or Surveying Costs**

26. In addition to and without limiting section 26 above, the Owner shall reimburse the Municipality, on demand, for its in-house engineering, planning, and administrative consultation, supervision, work and services provided and any external engineering, planning, or surveying costs incurred by the Municipality in connection with this Agreement, including without limitation, the negotiations leading to and the preparation of this Agreement. Pursuant to the *Municipal Act, 2001*, the costs are a debt and priority lien owing to the Municipality.

### **Realization of Security Costs**

27. In addition to and without limiting sections 26 and 27 above, the Owner shall reimburse the Municipality, on demand, for its costs incurred realizing upon any security given under this Agreement. Pursuant to the *Municipal Act, 2001*, the costs are a debt and priority lien owing to the Municipality.

### **Interest and Lien**

28. In the event that there are monies due from the Owner to the Municipality which have not been paid within fifteen (15) days after demand thereof by the Municipality, interest shall be payable on the amount due at the rate of fifteen percent (15%) per annum (in accordance with section 446 of the *Municipal Act*) calculated from the date of demand. The amount due together with interest thereon shall constitute a debt to the Municipality and priority lien owing to the Municipality.

### **Default and Remedies**

29. In the event the Owner fails to provide for or deliver on any covenants or obligations set out in this Agreement, the Owner shall be deemed to be in default of this Agreement. Where the Owner is in default of this Agreement, the provisions of the *Municipal Act* apply.
30. To remedy any default, and without limiting any remedy otherwise available at law, the Municipality at its discretion may: claim on any bond provided as Security; enter upon the Subject Lands without notice to the Owner and cause itself and/or its agents to perform any actions or complete any repairs to remedy the default; draw upon any letter of credit provided as Security to pay for any expenses incurred by the Municipality in addressing the default; add any expense incurred by itself or its authorized agents to address the default to the tax roll of the Subject Lands and collect for such expenses in like manner as municipal taxes; withdraw or revoke any other building permit granted to any other person in respect of the Subject Lands and refuse to issue further building permits in respect of the Subject Lands until the default has been rectified; and/or seek redress by legal action

### **Entire Agreement**

31. This Agreement, including its schedules, constitutes the entire agreement between the Parties with respect to the development of the Subject Lands and Severed Parcel, including any and all other development agreements which may have been registered against title to the Subject Lands. This Agreement, inclusive of its schedules, supersedes and replaces in their entirety any and all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties concerning the development of the Subject Lands and the parties hereby acknowledge that there are no representations, warranties or other agreements between the parties in connection with the subject matter of this Agreement and its schedules. No party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed either in tort or contract with respect to any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement. Except as amended in accordance with sections 36-3 of this Agreement, the terms of this Agreement shall remain in full force and effect

### **Amendment and Waiver**

32. No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any section of this Agreement is binding unless it is in writing and executed by the Parties to be bound. No waiver of, failure to exercise, or delay in exercising, any section of this Agreement constitutes a waiver of any other section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

### **Future Agreements**

33. The Owner agrees to enter into such further agreements as may be deemed necessary by the Municipality, in its discretion. The Owner warrants that in advance of constructing any future buildings, it shall submit an application for Site Plan Control approval to the Municipality and agrees to amend this Agreement to reflect any new development or uses on the Subject Lands.

### **Enurement**

34. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Subject Lands and shall be binding upon the Owner and upon the Owner's heirs, executors, administrators, estate trustees, trustees, personal or legal representatives, successors, assigns, and all occupiers of the Subject Lands. This Agreement shall enure to the benefit of and be binding upon the appropriate authority and its successors and assigns. In the event at any point in time, there is more than one Owner of the Subject Lands, all covenants and responsibilities of the Owner under this Agreement shall be joint and several amongst the Owners.

35. The Owner shall include in any Agreement of Purchase and Sale for the whole of the Subject Lands or the Severed Parcel, a requirement that the purchaser sign an Acknowledgement, to the satisfaction of the Municipality, acknowledging that the obligations of the Owner under this Agreement run with the Subject Lands and that the buyer, in signing the Agreement of Purchase and Sale, agrees to be bound by the continuing obligations of the Owner under this Agreement with respect to the Subject Lands or the Severed Parcel so purchased.

### Notice

36. Any notice or any other communication required or permitted to be given under this Agreement shall be in writing. E-mail correspondence shall be considered to be 'in writing' and shall be deemed effective if and at the time delivery is confirmed to the e-mail addresses of the representative officer of a party listed below or to such other e-mail address as provided by a party in writing during the course of this Agreement to serve as an e-mail address to which notice may be provided. Notice may also be effected if delivered by registered mail or personal delivery and/or by courier with receipt verified by signature, to the officer position noted below for a party or to such other address as may be provided by a party in writing during the course of this Agreement to serve as an address and officer to which notice may be provided. Notice shall be deemed effective at the time of delivery.
37. Any notice in writing may be delivered to each of the parties by delivering to the acting officers and addresses set out below:

**To 2445727 Ontario Inc. at:**

Address: 32 Kemp Crecent,  
Strathroy , Ontario,

Attention: Phil Pattyn, President

E-mail: ppattyn@sutton.com

**To the Municipality at:**

Municipality of Middlesex Centre  
Municipal Offices  
10227 Ilderton Road  
RR#2 Ilderton, ON N0M 2A0  
Attention: James Hutson, Clerk  
E-mail: hutson@middlesexcentre.on.ca

or to any other address as any party may at any time advise the other of, in writing

### Severability

38. Each section of this Agreement is distinct and severable. If any section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable, unenforceable or deemed *ultra vires* in any jurisdiction by any court of competent jurisdiction, then the provision, in whole or in part, shall conclusively be severable and the extent of illegality, invalidity or unenforceability of that section, in whole or in part, will not affect:
- (a) the legality, validity or enforceability of the remaining sections of this Agreement, in whole or in part; or
  - (b) the legality, validity or enforceability of that section, in whole or in part, in any other jurisdiction.

The remainder of this Agreement *mutatis mutandis*, shall be and remain in full force and effect

### Voluntary Agreement

39. The Parties warrant that this Agreement is voluntary, that none of the Parties are under any legal disability and that each Party has had an opportunity to seek the advice of independent legal counsel with respect to this Agreement.

### Estoppel

40. The Owner shall not call into question, directly and 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 term, covenant and condition herein contained and this Agreement shall establish estoppel against the Owner in such proceeding where the Owner argues otherwise.

#### **Time**

41. Time shall be of the essence hereof in all respects and the right of the Municipality to require strict performance by the Owner of any and all obligations imposed upon it herein shall not be affected in any way by any previous waiver, forbearance or course of dealing.

#### **Electronic Endorsement and Counterparts**

42. This Agreement may be executed and intended by the parties by original or electronic signature and be delivered by the parties in separate counterparts by e-mail or other functionally equivalent electronic means of transmission. Execution and delivery copy of this Agreement as set out above shall be deemed to effectively bind the parties. Each counterpart will be considered an original and each, when held together, shall constitute one and the same instrument

#### **Governing Law**

43. This Agreement is governed by and is to be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province.

**[ONE (1) ENDORSEMENT PAGE FOLLOWS]**

**IN WITNESS WHEREOF** the Parties have affixed their respective signatures hereto, being the effective endorsement of their duly authorized officers:

**2445727 ONTARIO LIMITED**

Address for Service:

Per: \_\_\_\_\_

Name:

Title:

*I have authority to bind the Corporation.*

**MUNICIPALITY OF MIDDLESEX CENTRE**

Address for Service:

Per: Municipality of Middlesex Centre

Aina DeViet, Mayor

Municipal Offices  
10227 Ilderton Road, RR#2  
Ilderton, ON N0M 2A0

Per: \_\_\_\_\_

James Hutson, Clerk

*We have authority to bind the Corporation.*

**SCHEDULE "A"**

Part Lot 15, South of Ravine Road 34PL305 as in MW111888 Save & Except Parts 1, 2,3, 4 & 5, Plan 33R-17233 & Part 1, Plan 33R-17373; Municipality of Middlesex Centre, Being all of PIN 08509-0143 (LT).

**SCHEDULE "B"**

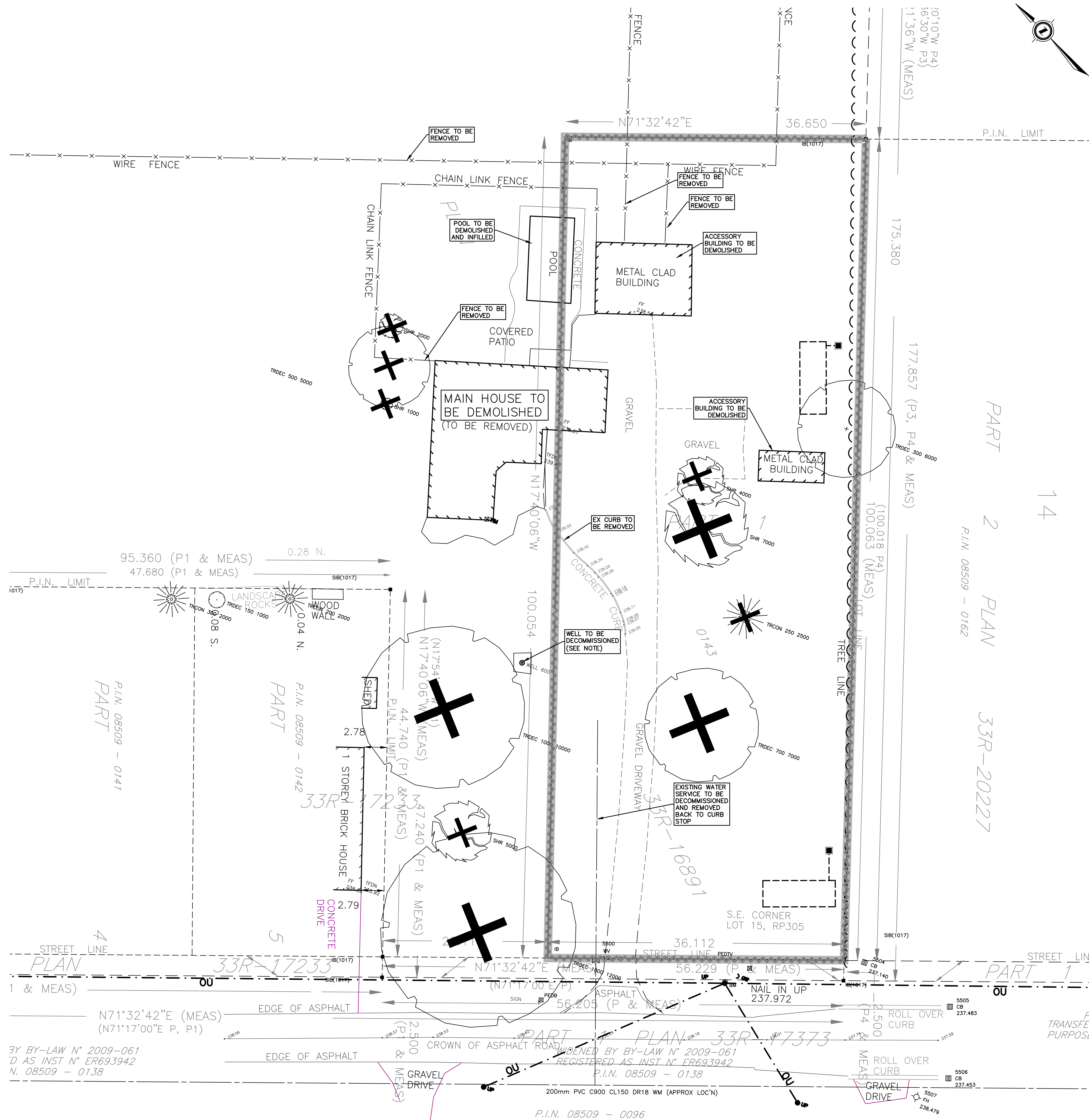
<b>Project/File Numer</b>	<b>Drawing Name &amp; Number</b>	<b>Prepared By</b>	<b>Date</b>
48260-200	Existing Conditions & Site Removals _ C1.1	MTE Engineers, Scientists, Surveyors	July 29, 2021
48260-200	Grading & Servicing Plan	MTE Engineers, Scientists, Surveyors	July 29, 2021
48260-100	Reference Plan 33R-21037	MTE Ontario Land Surveyors Ltd.	June 24, 2021



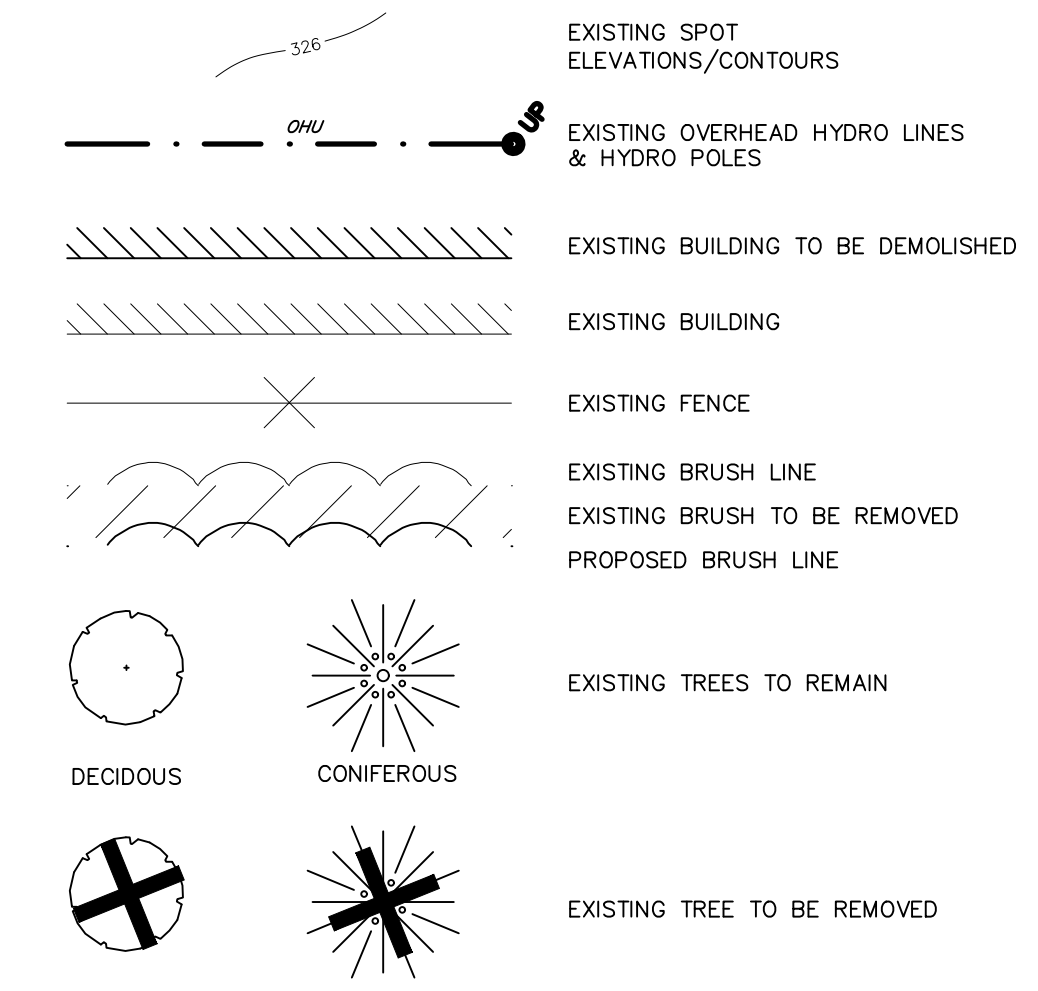
45558-100

MTE FILE NO:

P:\48260\200\48260-200\_W2



LEGEND OF EXISTING FEATURES



LEGEND OF SEDIMENT & EROSION CONTROL



WELL DECOMMISSIONING

1. THE WATER WELL MUST BE ABANDONED IN ACCORDANCE WITH THE ONTARIO WELLS REGULATION (O. REG. 903).
2. THE PERSON ABANDONING THE WELL MUST RETAIN THE SERVICES OF A LICENSED WELL CONTRACTOR AND ENSURE THE CONTRACT WITH THE WELL CONTRACTOR CONTAINS A PROVISION THAT THE WELL TECHNICIAN WHO WILL DO THE ABANDONMENT WORK, IS LICENSED TO CONSTRUCT THE SAME TYPE OF WELL AS THE ONE TO BE ABANDONED.

EROSION AND SEDIMENT CONTROL

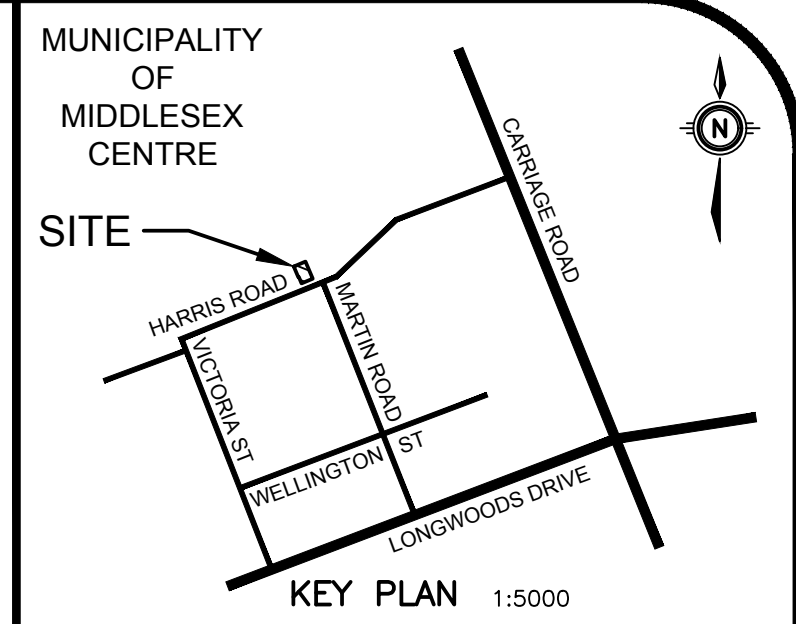
- 1.1. CONTRACTOR TO INSTALL EROSION CONTROL MEASURES AS SHOWN PRIOR TO CONSTRUCTION AND MAINTAIN IN GOOD CONDITION UNTIL CONSTRUCTION IS COMPLETED AND VEGETATIVE COVER IS ESTABLISHED.
- 1.2. ALL SILT FENCING TO BE INSTALLED PRIOR TO ANY AREA GRADING, EXCAVATING OR DEMOLITION COMMENCING.
- 1.3. EROSION CONTROL FENCING TO BE INSTALLED AROUND BASE OF ALL STOCKPILES.
- 1.4. EROSION PROTECTION TO BE PROVIDED AROUND ALL STORM AND SANITARY MHS AND CBS.
- 1.5. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED AS SITE DEVELOPMENT PROGRESSES. CONTRACTOR TO PROVIDE ALL ADDITIONAL EROSION CONTROL STRUCTURES.
- 1.6. EROSION CONTROL STRUCTURES TO REMAIN IN PLACE UNTIL ALL DISTURBED GROUND SURFACES HAVE BEEN RESTABILIZED.
- 1.7. NO ALTERNATE METHODS OF EROSION PROTECTION SHALL BE PERMITTED UNLESS APPROVED BY THE TOWN ENGINEER.
- 1.8. CONTRACTOR TO CLEAN ROADWAY OF SEDIMENTS RESULTING FROM CONSTRUCTION TRAFFIC FROM THE SITE EACH DAY.
- 1.9. CONTRACTOR MUST REMOVE EROSION AND SEDIMENTATION FENCING PRIOR TO COMPLETION OF PROJECT. CONTRACTOR TO HAVE EROSION AND SEDIMENTATION FENCE INSPECTED WHEN VEGETATION HAS ESTABLISHED, BUT PRIOR TO FENCE BECOMING OVERGROWN. ENGINEER'S REPRESENTATIVE TO DETERMINE IF VEGETATION HAS REACHED THE CRITICAL POINT AND WILL THEN INSTRUCT CONTRACTOR TO REMOVE FENCE.

MAINTENANCE RECOMMENDATIONS

- 1.1. REMOVE SEDIMENT AND CONTAMINANTS AND REINSTATE STORMWATER MANAGEMENT ACCORDING TO THE DESIGN OUTLINED ON THIS PLAN.
- 1.2. EROSION CONTROL STRUCTURES TO BE MONITORED REGULARLY AND ANY DAMAGE REPAIRED IMMEDIATELY. SEDIMENTS TO BE REMOVED WHEN ACCUMULATIONS REACH A MAXIMUM OF 1/3 THE HEIGHT OF THE FENCE.
- 1.3. THE CONTRACTOR AND OWNER'S REPRESENTATIVE TO MONITOR EROSION CONTROL STRUCTURES TO ENSURE FENCING IS INSTALLED AND MAINTENANCE IS PERFORMED TO MUNICIPAL REQUIREMENTS.
- 1.4. ROAD ALLOWANCE BOULEVARDS, DRESS WITH A MINIMUM OF 100mm THICKNESS OF TOPSOIL (O.P.S.S. 802) WITH A NO. 1 NURSERY SOD TREATMENT (O.P.S.D.803)

ALL SURFACES WITHIN THE ROAD ALLOWANCE WHICH ARE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO A CONDITION AT LEAST AS GOOD AS ORIGINAL TO THE SATISFACTION OF THE TOWN ENGINEER AT NO COST TO THE MUNICIPALITY.

NOTES:  
ONE WEEK PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL FIELD LOCATE ANY EXISTING SANITARY, WATER, GAS, BELL, ROGERS AND HYDRO CONNECTIONS. THE LOCATIONS OF THESE EXISTING UTILITIES SHALL BE REVIEWED BY THE ENGINEER PRIOR TO CONSTRUCTION.



**GEODETC BM** ELEV. = 257.555 m  
V 010855801 - STANDARD IRON BAR WITH BRASS CAP LOCATED AT THE INTERSECTION OF BASELINE ROAD AND DELAWARE CONCESSION 4

**SITE BENCHMARK #1** ELEV. = 238.479 m  
TOP OF SPINDLE FH IN FRONT OF 136 HARRIS ROAD

**SITE BENCHMARK #2** ELEV. = m

**NOTE TO CONTRACTOR :**  
DO NOT SCALE DRAWINGS.  
CONTRACTORS MUST CHECK AND VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE ENGINEER BEFORE PROCEEDING WITH THE WORK.  
ALL DRAWINGS REMAIN THE PROPERTY OF THE ENGINEER AND SHALL NOT BE REPRODUCED OR REUSED WITHOUT THE ENGINEER'S WRITTEN PERMISSION.  
THE OWNER/ARCHITECT/CONTRACTOR IS ADVISED THAT M.T.E. CONSULTANTS INC. CANNOT CERTIFY ANY COMPONENT OF THE SITE WORKS NOT INSPECTED DURING CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO NOTIFY M.T.E. CONSULTANTS INC. PRIOR TO COMMENCEMENT OF CONSTRUCTION TO ARRANGE FOR INSPECTION.

8.		
7.		
6.		
5.		
4.		
3.		
2.		
1.		
No.	REVISION	BY

**MTE**  
Engineers, Scientists, Surveyors  
www.mte85.com

PROFESSIONAL ENGINEER  
2021-07-29  
J. J. MONSTER  
100190546  
PROVINCE OF ONTARIO

OWNER  
**MR. PHIL PATTYN**

PROJECT  
**131 HARRIS ROAD SEVERANCE**  
DELAWARE, ON

DRAWING  
**EXISTING CONDITIONS & SITE REMOVALS**

Project Manager	JPF	Project No.	48260-200
Design By	JJM	Checked By	JJM
Drawn By	JAC	Checked By	JMG
Surveyed By	MTE	Drawing No.	
Date	Jul.13/21		<b>C1.1</b>
Scale	1:250	Sheet	2 of 2

45558-100

MTE FILE NO:

P:\48260\200\48260-200.W2

ALL SURFACES WITHIN THE ROAD ALLOWANCE WHICH ARE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO A CONDITION AT LEAST AS GOOD AS ORIGINAL TO THE SATISFACTION OF THE TOWN ENGINEER AT NO COST TO THE MUNICIPALITY.

NOTES: ONE WEEK PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL FIELD LOCATE ANY EXISTING SANITARY, WATER, GAS, BELL, ROGERS AND HYDRO CONNECTIONS. THE LOCATIONS OF THESE EXISTING UTILITIES SHALL BE REVIEWED BY THE ENGINEER PRIOR TO CONSTRUCTION.

GENERAL CONSTRUCTION NOTES

THE POSITION OF ALL EXISTING UTILITIES ARE APPROXIMATE ONLY AND NOT GUARANTEED. PRIOR TO COMMENCEMENT CONTRACTOR SHALL VERIFY THE POSITION OF ALL UNDERGROUND UTILITIES WITHIN THE LIMITS OF CONSTRUCTION.

ALL WORK SHALL MEET THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY OF MIDDLESEX CENTRE, INCLUDING ALL ASSOCIATED AMENDMENTS, ARE TO BE APPLIED TO THIS PROJECT. THE CONTRACT ADMINISTRATOR WILL CONDUCT PERIODIC INSPECTIONS TO ENSURE THAT THE PROPER STANDARDS ARE BEING MET.

PRIOR TO COMMENCING ANY CONSTRUCTION, THE CONTRACTOR MUST VERIFY BENCHMARKS, ELEVATIONS AND DIMENSIONS AND REPORT ANY DISCREPANCIES IMMEDIATELY TO THE ENGINEER.

PRIOR TO COMMENCING ANY GRADING OR EXCAVATION WORK, AN APPROVED SET ENGINEERING DRAWINGS MUST BE AVAILABLE ON THE JOB AND SHALL REMAIN THERE UNTIL ALL OF THE WORK IS COMPLETED.

ALL EXISTING UTILITIES (TELEPHONE DUCT, GAS MAINS, SEWER, WATERMANS) THAT WILL BE AFFECTED DURING EXCAVATION FOR THIS DEVELOPMENT SHALL BE SUPPORTED BY A SUPPORT BEAM OR BY OTHER METHODS AS MAY BE REQUIRED BY THE OWNERS OF THE UTILITY BEING CROSSED UNDER.

MIN. 150mm TOPSOIL AND SOD ON ALL PROPOSED GRASSED AREAS AND MUNICIPAL BOULEVARDS.

ROADS NOTES

THE CONTRACTOR IS TO INFORM THE MUNICIPALITY OF MIDDLESEX CENTRE REGARDING ANY ROAD WHICH WILL BE DISRUPTED BY CONSTRUCTION.

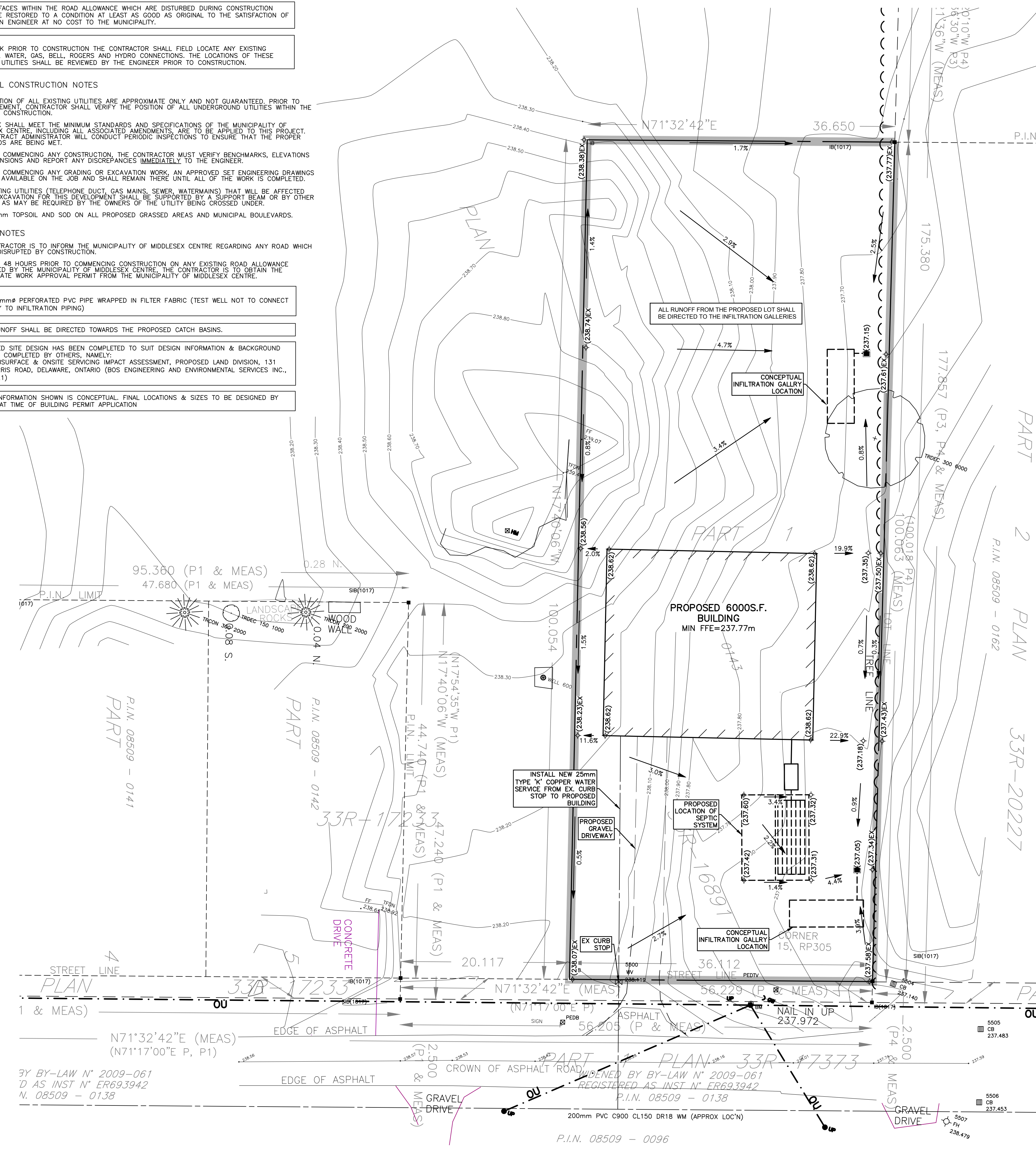
AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION ON ANY EXISTING ROAD ALLOWANCE MAINTAINED BY THE MUNICIPALITY OF MIDDLESEX CENTRE, THE CONTRACTOR IS TO OBTAIN THE APPROPRIATE WORK APPROVAL PERMIT FROM THE MUNICIPALITY OF MIDDLESEX CENTRE.

NOTE A: 100-150mm PERFORATED PVC PIPE WRAPPED IN FILTER FABRIC (TEST WELL NOT TO CONNECT DIRECTLY TO INFILTRATION PIPING)

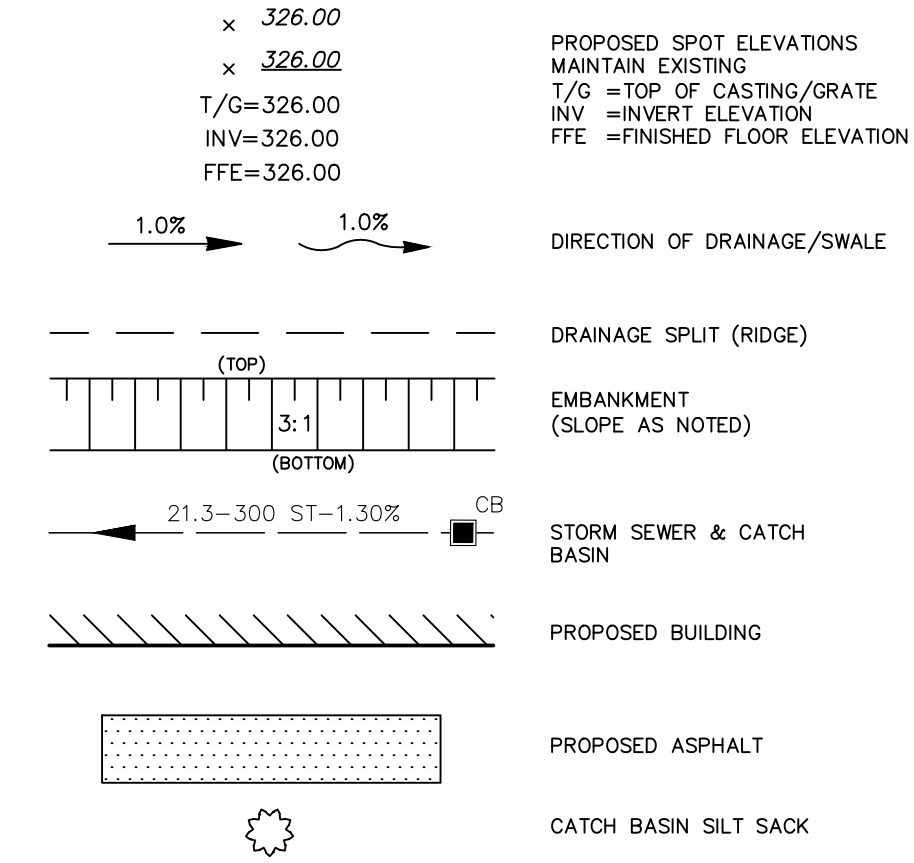
ROOF RUNOFF SHALL BE DIRECTED TOWARDS THE PROPOSED CATCH BASINS.

PROPOSED SITE DESIGN HAS BEEN COMPLETED TO SUIT DESIGN INFORMATION & BACKGROUND REPORTS COMPLETED BY OTHERS, NAMELY: - SUBSURFACE & ONSITE SERVICING IMPACT ASSESSMENT, PROPOSED LAND DIVISION, 131 HARRIS ROAD, DELAWARE, ONTARIO (BOS ENGINEERING AND ENVIRONMENTAL SERVICES INC., 2021)

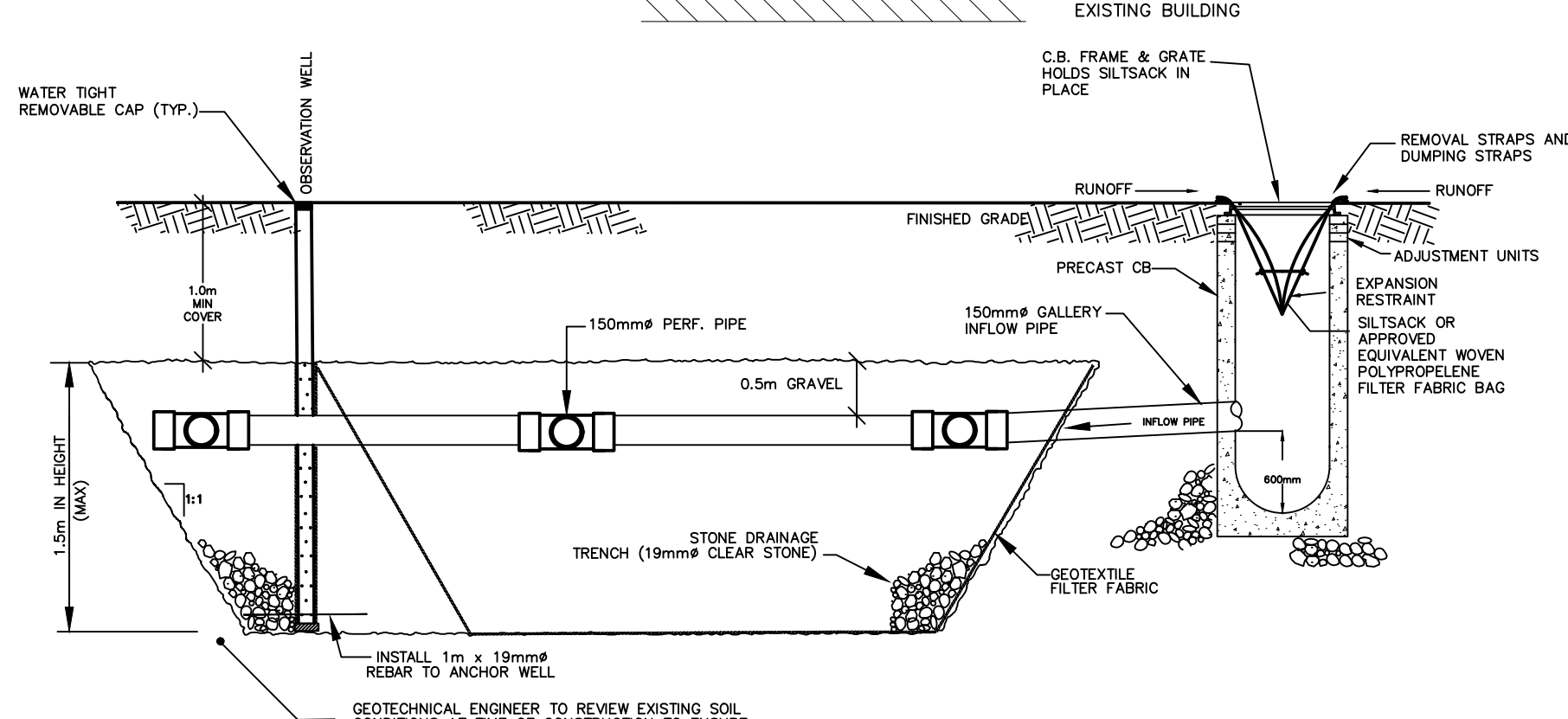
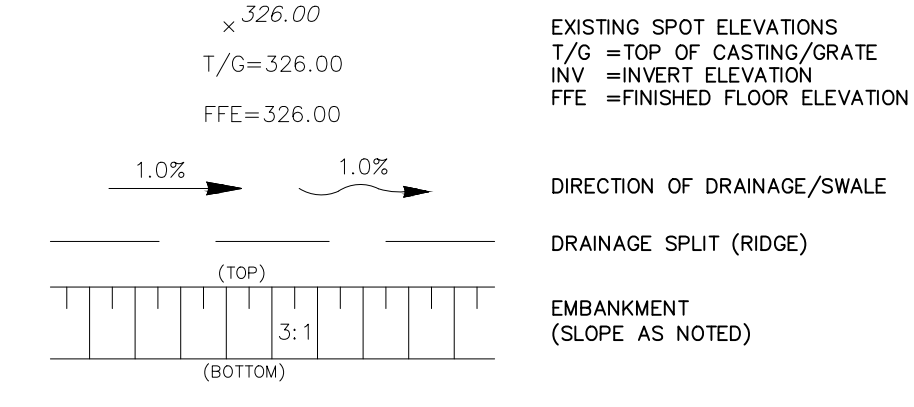
SEPTIC INFORMATION SHOWN IS CONCEPTUAL. FINAL LOCATIONS & SIZES TO BE DESIGNED BY OTHERS AT TIME OF BUILDING PERMIT APPLICATION



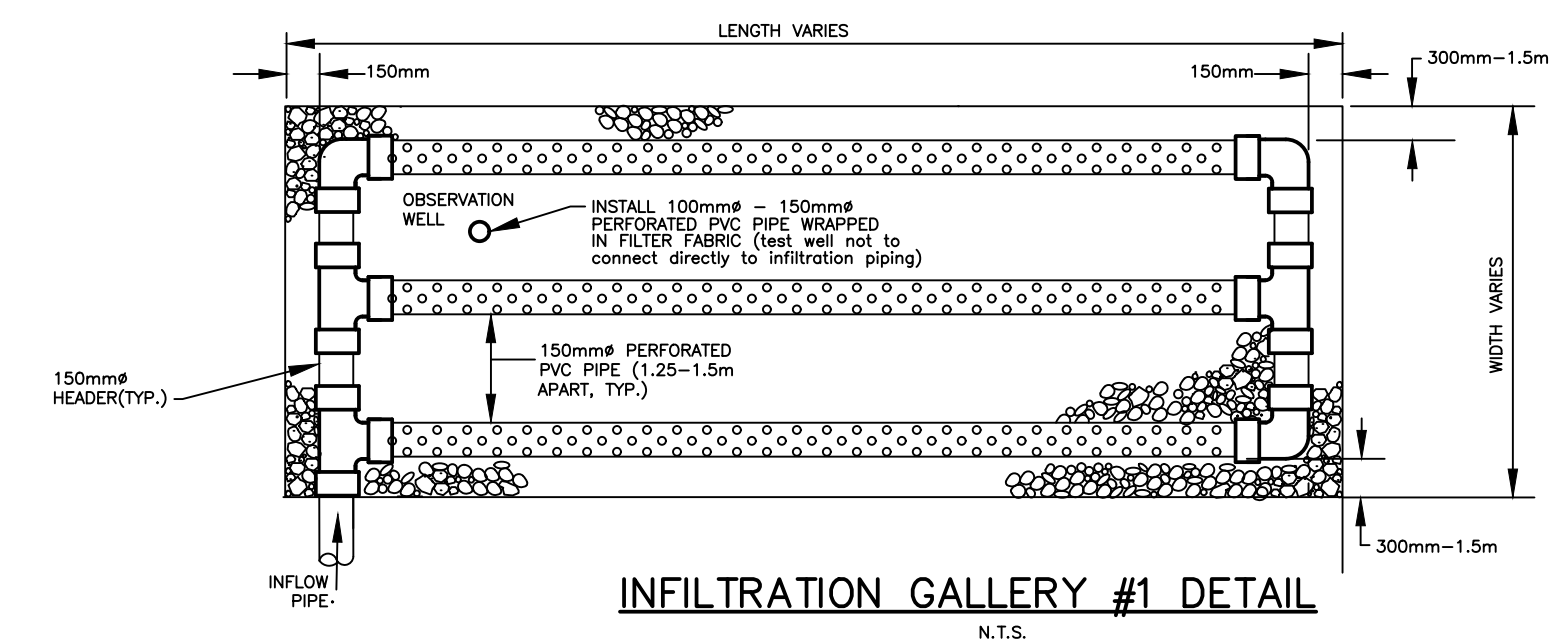
LEGEND OF PROPOSED FEATURES



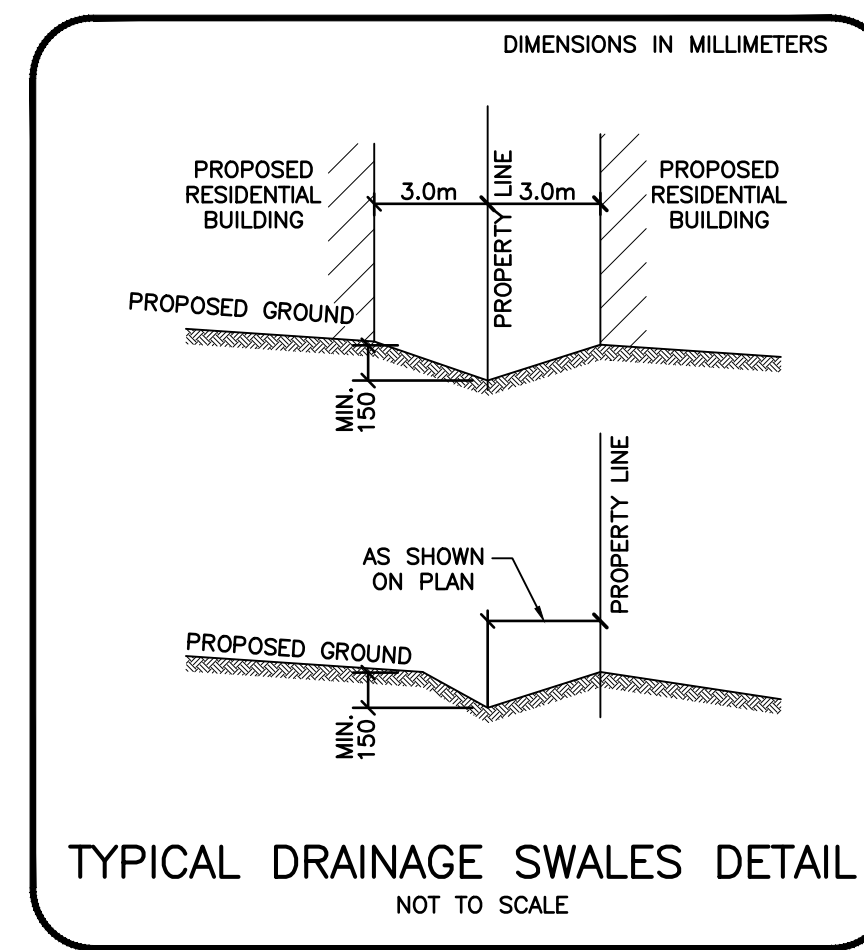
LEGEND OF EXISTING FEATURES



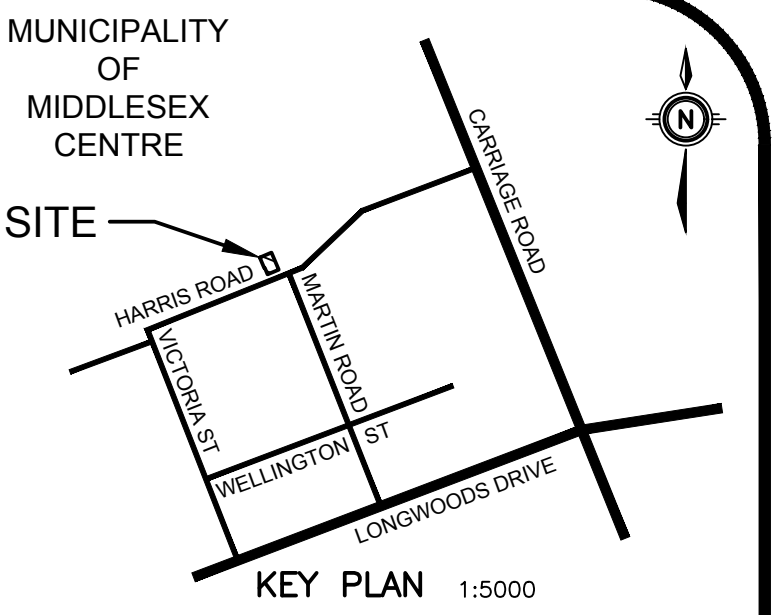
SECTION A-A N.T.S.



INFILTRATION GALLERY #1 DETAIL N.T.S.



TYPICAL DRAINAGE SWALES DETAIL NOT TO SCALE



GEODETC BM ELEV. = 257.555 m

SITE BENCHMARK #1 ELEV. = 238.479 m

NOTE TO CONTRACTOR :

DO NOT SCALE DRAWINGS. CONTRACTORS MUST CHECK AND VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES TO THE ENGINEER BEFORE PROCEEDING WITH THE WORK.

GRADING CERTIFICATE: MTE HEREBY CERTIFIES THAT THE PROPOSED GRADING AND APPURTENANT DRAINAGE WORKS COMPLY WITH SOUND ENGINEERING DESIGN AND THAT THE PROPOSED GRADING IS COMPATIBLE WITH EXISTING DRAINAGE PATTERNS ON AND ACROSS THESE LANDS AND ADJOINING LANDS OR APPLICABLE CITY BY-LAWS.

Table with 2 columns: No. and REVISION. Contains 7 rows of revision information.



Project information table including Owner (MR. PHIL PATTYN), Project (131 HARRIS ROAD SEVERANCE), and Project Manager (JPF).

C2.1

REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.	PLAN 33R-21037 RECEIVED AND DEPOSITED		
DATE: JUNE 24, 2021	DATE: June 25, 2021		
SIGNED: <i>P. Levac</i> P.R. LEVAC, O.L.S. MTE OLS LTD.	SIGNED: <i>M. Dietrich</i> REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX (N33)		
PARTS SCHEDULE			
PART	LOT	PLAN	P.I.N.
1	Part of 15	SOUTH OF RAVINE ROAD RP 305	Part of 08509 - 0143



PLAN OF SURVEY  
of part of  
**LOT 15**  
SOUTH OF RAVINE ROAD  
REGISTERED PLAN N° 305  
(GEOGRAPHIC TOWNSHIP OF DELAWARE)  
in the  
**MUNICIPALITY OF MIDDLESEX CENTRE**  
COUNTY OF MIDDLESEX  
Scale 1 : 500  
MTE OLS LTD.

METRIC: DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

- NOTES**
- SIB DENOTES STANDARD IRON BAR
  - IB IRON BAR
  - IB# ROUND IRON BAR
  - CC CUT CROSS
  - WT WITNESS
  - SSIB SHORT STANDARD IRON BAR
  - (SU) SOURCE UNKNOWN
  - (HR) HOLSTEAD & REDMOND LIMITED, O.L.S.'s
  - M MONUMENT FOUND
  - MONUMENT SET
  - BF BOARD FENCE
  - P PLAN 33R-17373
  - P1 PLAN 33R-17233
  - P2 PLAN 33R-18154
  - P3 PLAN 33R-18891
  - P4 PLAN 33R-20227

BEARINGS ARE UTM GRID DERIVED FROM SPECIFIED CONTROL POINTS 00820058061 AND 00820058079 UTM ZONE 17, NAD83 (CSRS-2010.0) DISTANCES SHOWN ON THIS PLAN ARE GROUND LEVEL DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.999569425

SPECIFIED CONTROL POINTS (SCP's) : UTM ZONE 17, NAD83 (CSRS-2010.0) GRID COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF O.REG. 216/10

POINT ID	NORTHING	EASTING
SCP 00820058061	47535444.08	461036.91
SCP 00820058079	4750871.70	463140.16

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT:  
(1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.  
(2) THE SURVEY WAS COMPLETED ON THE 1st DAY OF JUNE, 2021

JUNE 24, 2021  
LONDON, ONTARIO.

*P. Levac*  
P.R. LEVAC  
ONTARIO LAND SURVEYOR



Cad File:	Checked By: PRL	COOD:
Surveyed By: DB	Date: 21/06/09	MTE File No.: 48260-100
Drawn By: FS		FSR File No.: