

SEVERANCE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 11 day of July, 2023.

BETWEEN:

MUNICIPALITY OF MIDDLESEX CENTRE
(hereinafter, the "Municipality")

OF THE FIRST PART

-and-

ALBERT KEITH BROWN & DOROTHY ANNE BROWN
(hereinafter, the "Owner")

OF THE SECOND PART

(collectively known as the "Parties")

WHEREAS:

- A. The Owner warrants that they are the registered owner of the lands described in **Schedule "A"** attached hereto (hereinafter, 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 (hereinafter, the "**Planning Act**");
- C. The Owner applied to sever from the Subject Lands one residential lot with a frontage of approximately 15.8 metres (52 feet) on Delaware Street North, a depth of approximately 36.58 metres, and an area of approximately 580 square metres (6220 square feet), identified as Part 1 on the Draft Reference Plan that is attached hereto as **Schedule "B"** (hereinafter, the "**Severed Parcel**") and retain the remainder of PIN 09661-0064 (LT), having a frontage of approximately 36.58 metres (120 feet) on Huron Avenue, a depth of 39.62 metres and an area of approximately 1427 square metres (15,360 square feet) (hereinafter, the "**Retained Parcel**") in Consent Application B-08-2021 (hereinafter, the "**Consent Application**");
- D. The Municipality approved the Consent Application on May 26, 2021 subject to a number of conditions to be fulfilled on or before May 18, 2025 (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 May 26, 2021, the Municipal Council granted a Consent Decision approving the Application subject to certain severance conditions (hereinafter, the "**Decision**"), which are to run with the Subject Lands, Severed Parcel and Retained 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, subject to the Cost Sharing Agreement attached hereto as *Schedule "E"*. 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 Huron Avenue and Delaware Street North. 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 (hereinafter, 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 (hereinafter, "**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 and Inspection

- (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. The submitted drawings shall show the proposed Works and Facilities "as built" in a digital AutoCAD file, release 14 or 2000 in DWG or DXF format with layering and line work in accordance with municipal CAD standards.
- (d) The Owner shall retain a professional engineer who shall provide full-time onsite supervision, inspection and oversight for all Works and Facilities.
- (e) The Owner shall provide a computer data file to incorporate the development's parcel fabric into the Ontario Base Mapping, which data file shall be provided to the Municipality in .pdf format as well as in the following format:

An AutoCAD file, release 14 or 2000, in DWG or DWX format. The file should contain only linework of the boundary, streets, lots and blocks as well as lot numbers and street names. No other information should be contained in the file. The linework must consist of closed polygons for each lot or block on the Phase 3 Plan. The file must be delivered in digital format in a manner acceptable to the Municipal Designate. The files delivered to the Municipality shall be in metric units and relate to the UTM grid, Zone 17, 1976 adjustment, and contain only UTM coordinates such that the file can be directly overlaid on the mapping with no scaling or further adjustment. The development must be related to UTM control in a manner which conforms substantially with the "Guidelines For Relating Cadastral Surveys to Control Survey Networks" published by the Association of Ontario Land Surveyors. To this end, the Owner shall cause to be supplied the surveyors' field notes and raw data showing the times to control.

Restoration of Highways

- (f) In the event that any highways of the Municipality or the upper-tier municipality, the County, 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 County, as applicable.

Water Service Works and Watermains

- (g) To extend, construct and connect separate 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, as provided for and set out in *Schedule "B"* and to the satisfaction of the Municipality. If necessary, the Owner shall relocate the existing water services to be wholly contained on the Retained 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-section 8(g). The parties acknowledge and agree that the following additional provisions apply to the works referred to in this sub-section 8(g):
 - i. No work shall be performed on the existing municipal water distribution system located on, under and around Huron Avenue and Delaware Street North without prior written approval of the Municipal Designate and the County Engineer, as applicable. Each service connection to the municipal distribution system shall require separate service connection permits after payment of applicable fee by the Owner.
 - 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 (hereinafter, the "**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-section 8(g) 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 Huron Avenue and Delaware Street North, 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-section 8(g) 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-section 8(g) and the Owner shall remain responsible for construction and maintenance of said works as confirmed in sections 3, 4, 6, 8(k) 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.

Sanitary Sewer Works

- (h) To extend, southeast along Delaware Street North, separate sanitary sewer on or under Delaware Street North to the Severed Parcel and to extend, construct

and connect sanitary sewer connections from said sanitary sewer main to the northeasterly limit of Subject Lands and Severed Parcel, as set out in *Schedule "B"*. If necessary, the Owner shall relocate the existing sanitary services to be wholly contained on the Retained 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-section 8(h). The parties acknowledge and agree that the following additional provisions apply to the works referred to in this sub-section 8(h):

- i. The Municipality's Discharge of Waste into the Public Sewage Works By-law 2017-060, as amended or replaced (hereinafter, the "**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 sanitary sewer works constructed on or under Huron Avenue and Delaware Street North, once approved by the Municipal Designate, maybe assumed by the Municipality, at the discretion of the Municipal Designate, by written notice and shall become municipal infrastructure following formal assumption by the Municipality. Each service connection to the municipal sewer system shall require separate service connection permits after payment of applicable fee by the Owner.
- iii. No connection of any sanitary sewer works may be made to pre-existing municipal sanitary service works without the prior written approval of the Municipal Designate.
- iv. All sanitary sewer testing and pressure tests shall be witnessed by the Municipal Designate. The Owner shall reimburse the Municipality for all costs associated with the Municipal Designate's attendance and witnessing of the above noted testing.

Stormwater and Drainage Works

- (i) To provide, construct and install drainage and stormwater management works including an exfiltration trench on the Subject Lands in accordance with the plans and specifications 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 sub-section 8(i). The Parties acknowledge and agree that the following additional provisions apply to the works referred to in this sub-section 8(i):
 - i. The Owner shall submit a detailed Stormwater Management Plan (hereinafter, 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 Subject Lands 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

- (j) To confine all stormwater to the Subject Lands and Severed Parcel, and maintain appropriate grading for Severed Parcel and Retained Parcel 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-section 8(j). The Parties acknowledge and agree that the following additional provisions apply to the works referred to in this sub-section 8(j):

- 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 Severed Parcel 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 Severed Parcel and the Retained Parcel in general conformity with *Schedule "B"* and to the satisfaction of the Municipality.

Road Entrance

- (k) To, upon obtaining a building permit from the Municipality for a residence(s) on the Severed Parcel, construct a road entrance from Delaware Street North 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-section 8(k). The Parties acknowledge and agree that the following additional provisions apply to the works referred to in this sub-section 8(k):
 - 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 Delaware Street North 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

- (l) 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-section 8(l). In addition, the Owner acknowledges and agrees to enter into any additional or other agreements necessary in order to give effect to this sub-section.

Access

- (m) 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.
- (n) The Owner shall provide a traffic management plan or a detour plan prior to construction for the Municipality's approval.

Fee for Road Upgrades

- (o) The Owner shall be required to pay fifty percent (50%) of future road upgrades in the amount of nine thousand three hundred and thirty-six dollars (**\$9,336.25**).

Road Widening

- (p) The Owner shall be required to provide and transfer to the Municipality at 100% its own expense, a road widening up to 10 metres from the centerline of construction of Delaware Street North across the Severed Parcel and Retained Parcel, if the right of way is not already to that width.

The above road widening shall be set out in the attached draft Reference Plan obtained by the Owner, at its expense, to be shared with and approved by the Municipal Designate prior to its deposit with the Land Registry Office. Once the Municipal Designate approves the road widening specifics on the draft Plan, the Owner shall cause Plan to be deposited at the Land Registry Office and the road widening to be transferred to the Municipality, by the Owner's legal counsel with the transfer clearly identify in the statements section of the transfers are 'for road widening purposes'.

The Owner's engineer shall be responsible for providing a geotechnical report for all work conducted within the right of way. The aforementioned geotechnical report is to be prepared to the satisfaction of the Municipality and the Upper Thames River Conservation Authority at their discretion

Accessory Building on Retained Parcel

- (q) The Owner shall ensure that the accessory building on the Retained Parcel meet the minimum interior side yard setback provisions in relation to the Severed Parcel. If necessary, the Owner shall seek permission to reduce the setback, if necessary.

Draft Reference Plan

- (r) The Owner shall cause a draft reference plan to be prepared by an Ontario land Surveyor for the purposes of facilitating the transaction of the Consent Application and that this draft reference plan shall be approved by the Municipality prior to being deposited on title at the appropriate Land Registry Office.

Transfer-in-Preparation and Undertaking

- (s) The Owner shall cause its solicitor to provide a Transfer-in-Preparation to the Municipality, together with a deposited reference plan and a schedule describing the land to be transferred, prior to the issuance of a Certificate of Consent.
- (t) The Owner's solicitor shall submit an undertaking in a form satisfactory to the Municipality to register an electronic transfer of title consistent with the Decision.

Outstanding property taxes

- (u) The Owner shall pay any outstanding taxes for the Severed Parcel and Retained Parcel in full.

Fees

- (v) The Owner shall pay the fee for the Certificate of Consent in accordance with the Municipality's Fees and Charges By-law.

Additional Approvals and Site Plan Control and Development Agreement

- (w) To obtain additional approvals from other government agencies or ministries as may be required prior to the issuance of building permit(s). The Owner warrants that in advance of constructing any future buildings, it shall submit an application to the Municipality for Site Plan Control approval and agrees to enter into Site Plan Control Agreement(s) to reflect any new development particulars or uses of the Subject Lands.

Cost Sharing Agreement

- (x) The Owner shall enter into a cost sharing agreement with the Owner at 116 Delaware Street to pay for the extension of municipal services for the Severed Parcels provisionally approved in Consent applications B-03/2022, B-04/2022

and B-08/2021, to the satisfaction of the Director of Public Works and Engineering. The Owner shall enter into a Cost Sharing Agreement with the Owner at 115 Huron Avenue to pay for the extension of municipal services for the Severed Parcels provisionally approved in Consent applications B-03/2022, B-04/2022 and B-08/2021, to the satisfaction of the Director of Public Works and Engineering. The Owner of this Agreement agrees to indemnify the Municipality for all works pertaining to the Cost Sharing Agreement, including but not limited to, the extension of municipal services for the Severed Parcels. For reference, a copy of the Cost Sharing Agreement is attached hereto as *Schedule "E"*.

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 31-32 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 stockpiles 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.

Canadian National Railway Company Right-of-Way Notice

12. The Owner shall be required to register the following clause as part of the Notice on title to the Subject Lands in the appropriate Land Registry Office to the satisfaction of the Municipality and at one hundred percent (100%) its own expense prior to issuance of the Certificate of Consent:

Warning: Canadian National Railway Company or its assigns or successors in interest has or have a rights-of-way within 300 metres from the Subject Lands thereof. There may be alterations to or expansions of the railway facilities on such rights-of-way in the future including the possibility that the railway or its assigns or successors as Canadian National Railway Company may expand its operations, which expansion may affect the living environment of the residents in the vicinity, notwithstanding the inclusion of any noise and vibration attenuating measures in the design of the development and individual dwelling(s). Canadian National Railway Company will not be responsible for any complaints or claims arising from use of such facilities and/or operations on, over or under the previously mentioned rights-of-way.

The Owner shall provide a draft of the Document-In-preparation to the Municipality for approval prior to depositing it on title to the Subject Lands.

Retained Engineer Certificate

13. 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, the "**Engineer Certificate**") in the form set out in *Schedule "C"*, 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

14. The Owner hereby agrees and covenants to provide security to the Municipality before the execution of this Agreement by the Municipality. The form of security shall be subject to the Municipality's discretion and must be acceptable to them. Acceptable forms of security include, but are not limited to, a certified cheque or letter of credit issued by a financial institution approved by the Municipality, made payable to the Municipality. The amount of the security shall be eighty-eight thousand, one hundred fifty-eight dollars and eight cents (\$88,158.08). The Owner acknowledges that the security amount shall not fall below this specified amount at any time. The Municipality reserves the right to draw upon the security at its sole discretion, in order to repair or address any deficiency or breach by the Owner, or to recover any debt owed pursuant to this Agreement. However, the Municipality agrees to provide prior written notice to the Owner before exercising this right and drawing upon the security.

As part of the security amount outlined in this Section 14, the Municipality shall specifically retain and hold back a deposit of five thousand dollars (\$5,000.00) until the installation and completion of the exfiltration galleries work. The Municipality agrees to release this portion of the security upon receipt of a stamped letter from the Owner's retained engineer, confirming that the exfiltration galleries have been installed on-site and are functioning as intended, to the satisfaction and discretion of the Municipality.

Time for Completion

15. The Owner shall comply with the requirements of this Agreement within one (1) 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.
16. Upon failure of the Owner to complete the requirements of this Agreement within the said one (1) 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

17. 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.
18. 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.

The Owner hereby agrees to have Executions 91-1979 and 94-2902 removed from title prior to registration of this Agreement.

Responsibility and Indemnity

19. 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.
20. The Owner hereby releases, indemnifies, completely holds harmless and agrees to defend the Municipality, its Mayor, 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 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. Without limiting the foregoing, the Owner shall be responsible for:
 - (a) legal expenses on a solicitor-client basis and for any claim for lien made pursuant to the *Construction Act* (Ontario);
 - (b) damages to any property, including property other than the Subject Lands;
 - (c) any direct, indirect, special or consequential damages; and
 - (d) any injury to any person (including death) however caused.

Warranty

21. The Owner shall maintain and repair the Works and Facilities for a period of two (2) years commencing after all Works and Facilities in the municipal right of way are completed and the certificate in **Schedule "C"** is accepted by the Municipality, and the Owner shall repair any defects in the Works and Facilities which shall become apparent within the Warranty Period at no cost to the Municipality. Upon the completion of the Warranty Period, the Owner's Engineer shall complete the certificate in **Schedule "D"** and provide it to the Municipality for its acceptance.

Insurance

Contractor/Agent Insurance

22. 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 Five Million Dollars (**\$5,000,000.00**) 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

23. 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.

WSIB Clearance

24. Upon execution of this Agreement, the Owner shall arrange for a Certificate of Clearance from the Workplace Safety and Insurance Board ("WSIB") for any contractor and/or agent stating that all assessments or compensations payable have been paid and all the requirements of the WSIB have been complied with. From time to time and when requested, the Owner will be required to provide a certificate of clearance from the WSIB to the Corporation from any contractor and/or agent. Such Certificate of Clearance shall indicate that the contractor and/or agent and any subcontractors have complied with the requirements of the WSIB and are in good standing in the books of the WSIB.

Work Standards and Compliance with Laws

25. 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.
26. 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

27. The Owner, within thirty (30) days of the approval of this Agreement by Municipal Council, shall pay to the Municipality, three thousand dollars (\$3,000.00) for reimbursement of a portion of the Municipality's legal fees and disbursements incurred by the Municipality in the drafting and reviewing of this Agreement to be finalized by the Municipality prior to this Agreement being presented to the Council. 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

28. In addition to and without limiting section 27 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

29. In addition to and without limiting sections 27 and 28 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

30. In the event that there are monies due from the Owner to the Municipality which have not been paid within thirty (30) 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

31. 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.

32. 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

33. 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 34-35 of this Agreement, the terms of this Agreement shall remain in full force and effect.

Amendment and Waiver

34. 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

35. 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

36. 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.
37. 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

38. 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.

39. Any notice in writing may be delivered to each of the parties by delivering to the acting officers and addresses set out below:

To Albert Keith Brown & Dorothy Anne Brown at:

115 Huron Avenue
Komoka, Ontario, N0L 1R0
Attention: Albert Keith Brown & Dorothy Anne Brown
E-mail: dkbrown@rogers.com

To the Municipality at:

Municipality of Middlesex Centre
Municipal Offices
10227 Iderton Road
RR#2 Iderton, 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

40. 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

41. 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

42. 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

43. 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

44. This Agreement may be executed and initialed 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 and meets the requirements of the *Electronic Commerce Act* 2000, S.O. 2000, c. 17, as amended or replaced. Each counterpart will be considered an original and each, when held together, shall constitute one and the same instrument.

Governing Law

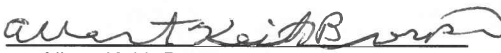
45. This Agreement is governed by and is to be construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable in that Province.

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have duly executed this Agreement on the date(s) set out below and the Parties agree that this Agreement shall be effective on the date set out at the top of page one (1) of this Agreement.

Date: July 11, 2023

Address for Service:
115 Huron Avenue
Komoka, ON N0L 1R0

Per: 
Name: Albert Keith Brown

Per: 
Name: Dorothy Anne Brown

MUNICIPALITY OF MIDDLESEX CENTRE

Date:

Address for Service:
Municipality of Middlesex Centre
Municipal Offices
10227 Ilderton Road, RR#2
Ilderton, ON N0M 2A0

Per: _____
Aina DeViet, Mayor

Per: _____
James Hutson, Clerk

We have authority to bind the Corporation.

SCHEDULE "A"

Lots 17 & 18, Block 0, Plan 76; Middlesex Centre Township; Subject to Execution 91-1797, if enforceable; subject to Execution 94-2902, if enforceable, Being all of PIN 09662-0064 (LT), and municipally known as 115 Huron Avenue, Komoka, ON N0L 1R0

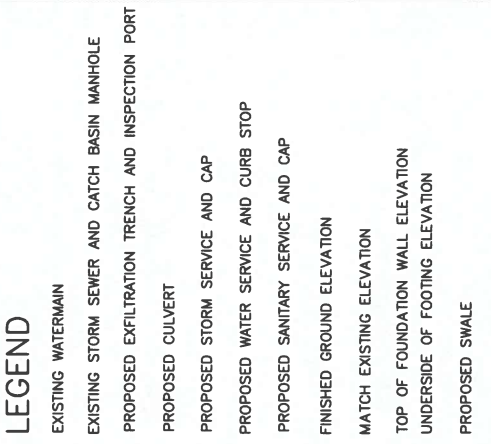
SCHEDULE "B"

File Number	Drawing Name & Number	Prepared By	Date Accepted
1475-1	Servicing & Grading Plan	AGM, Archibald, Gray & McKay Engineering Ltd.	January 4, 2023
1475-1	Delaware Street North – Plan Profile	AGM, Archibald, Gray & McKay Engineering Ltd.	January 4, 2023
1475-1	Delaware Street North – Sections Drawings	AGM, Archibald, Gray & McKay Engineering Ltd.	January 4, 2023
1000-267	Delaware Street North – Removals	AGM, Archibald, Gray & McKay Engineering Ltd.	January 4, 2023
KO-0076-02-5	Draft Reference Plan	AGM, Archibald, Gray & McKay Engineering Ltd.	

SERVICING/GRADING PLAN
 FOR A
CONSENT APPLICATION
 OF PART OF
LOT 17 & 18,
REGISTERED PLAN NO. 76
 IN THE
 MUNICIPAL # 115 DELAWARE ST. N.
MUNICIPALITY OF
MIDDLESEX CENTRE
COUNTY OF MIDDLESEX
 SCALE 1:200



LEGEND
 EXISTING WATERMAIN
 EXISTING STORM SEWER AND CATCH BASIN MANHOLE
 PROPOSED EXFILTRATION TRENCH AND INSPECTION PORT
 PROPOSED CULVERT
 PROPOSED STORM SERVICE AND CAP
 PROPOSED WATER SERVICE AND CURB STOP
 PROPOSED SANITARY SERVICE AND CAP
 FINISHED GROUND ELEVATION
 MATCH EXISTING ELEVATION
 TOP OF FOUNDATION WALL ELEVATION
 UNDERSIDE OF FOOTING ELEVATION
 PROPOSED SWALE
 DIRECTION OF SURFACE DRAINAGE



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

ENGINEER'S CERTIFICATE
 I HEREBY CERTIFY THAT THE PROPOSED GRADING AND APPURTENANT DRAINAGE WORKS COMPLY WITH SOUND ENGINEERING DESIGN AND DRAINAGE PATTERNS ON AND ACROSS THESE LANDS AND THE ADJOINING LANDS OR APPLICABLE MUNICIPAL BY-LAWS.

REVISED: OCTOBER 27, 2022
 ENGINEERS' STAMP
 R. GRABOWSKI
 100503914
 DECEMBER 9, 2022

ARCHIBALD, GRAY & MCKAY
 ENGINEERING LTD.
 100503914
 100503914
 100503914
 100503914

AGM
 PLAN • SURVEY • ENGINEER

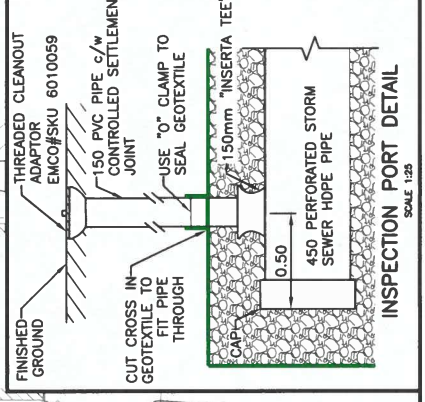
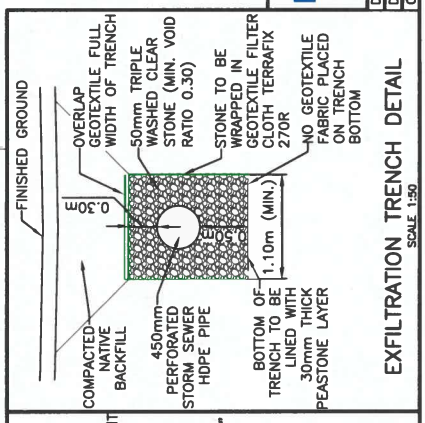
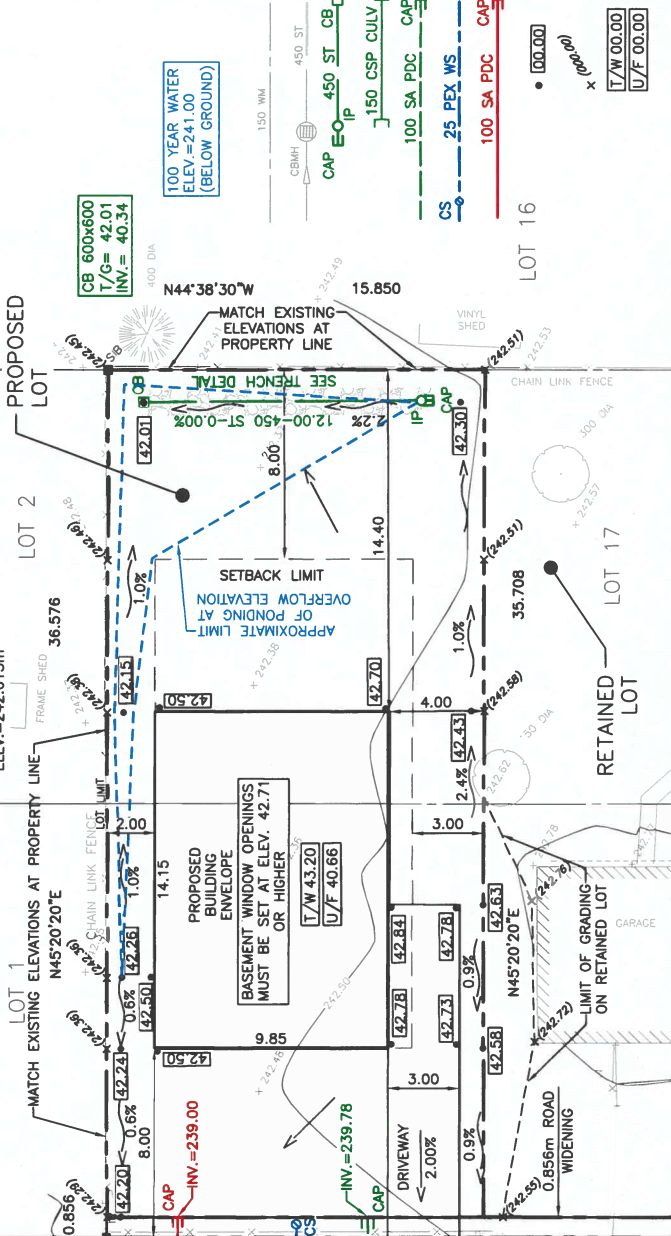
DRAWN BY: CJM
 DESIGNED BY: DTW
 CHECKED BY: DTW

APPROVED BY: LRG
 DATE: MARCH 2022
 FILE NO: 1475-1

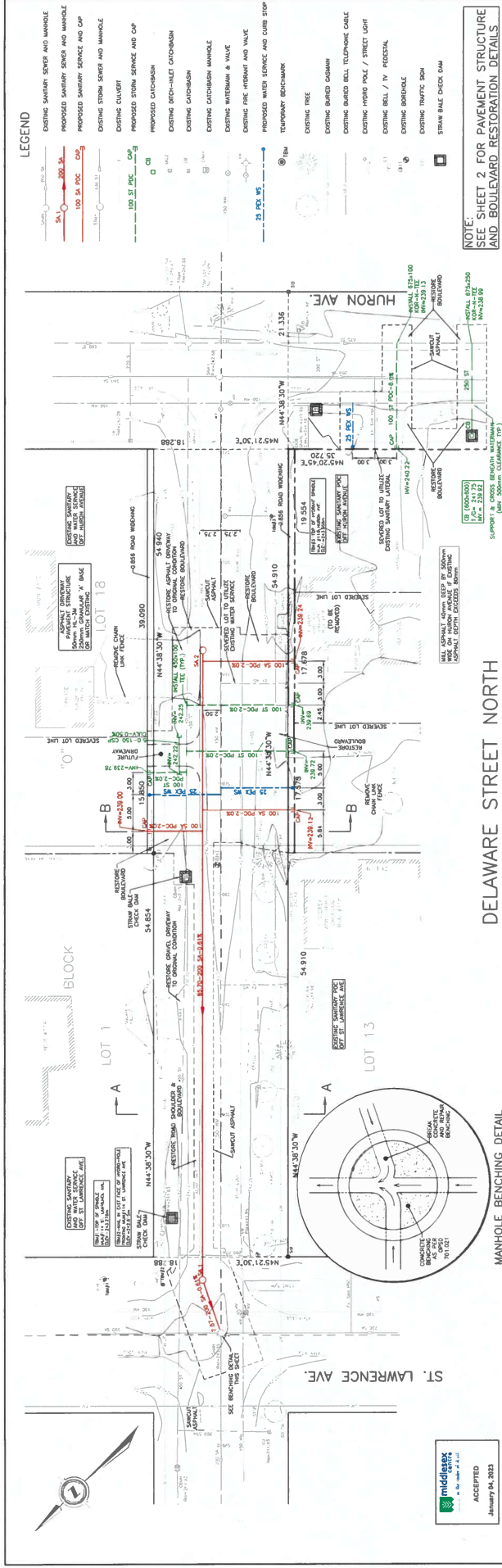
SITE BENCHMARKS:
 BSM#1 - TOP OF HYDRANT SPINDLE
 MUN #116 HURON AVE.
 ELEV.=243.556m

BSM#2 - NAIL IN EAST FACE OF HYDRO-POLE
 FRONTING MUN #114 ST. LAWRENCE AVE.
 ELEV.=242.615m

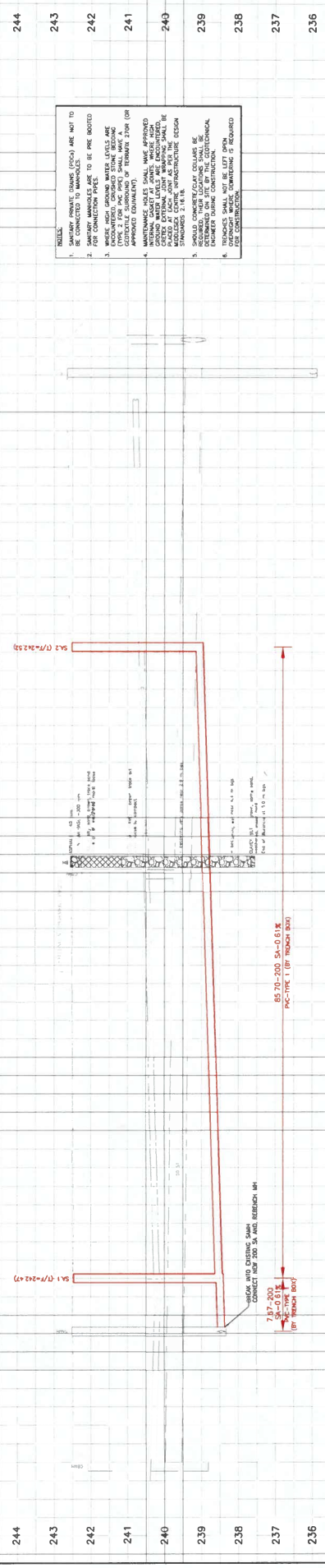
NOTE:
 SEE DELAWARE ST. NORTH PLAN AND PROFILE DRAWING BY AGM, DATED DECEMBER 9/22 FOR RIGHT-OF-WAY SANITARY SEWER.



NOTE:
 ADD 200 METRES TO OBTAIN GEODETIC DESIGN ELEVATIONS



NOTE: SEE SHEET 2 FOR PAVEMENT STRUCTURE AND BOULEVARD RESTORATION DETAILS.



NO.	DESCRIPTION	DATE	BY	CHKD
244	MANHOLE 244-1 (TYPE 1) TO BE CONSTRUCTED WITH 12" CONCRETE RINGS AND 24" DIA. CONCRETE COLLARS. 1.5' DIA. TRUNKS SHALL BE SET ON 12" DIA. CONCRETE TRUNKS. 2.5' DIA. TRUNKS SHALL BE SET ON 12" DIA. CONCRETE TRUNKS.			
243	MANHOLE 243-1 (TYPE 1) TO BE CONSTRUCTED WITH 12" CONCRETE RINGS AND 24" DIA. CONCRETE COLLARS. 1.5' DIA. TRUNKS SHALL BE SET ON 12" DIA. CONCRETE TRUNKS. 2.5' DIA. TRUNKS SHALL BE SET ON 12" DIA. CONCRETE TRUNKS.			
242	MANHOLE 242-1 (TYPE 1) TO BE CONSTRUCTED WITH 12" CONCRETE RINGS AND 24" DIA. CONCRETE COLLARS. 1.5' DIA. TRUNKS SHALL BE SET ON 12" DIA. CONCRETE TRUNKS. 2.5' DIA. TRUNKS SHALL BE SET ON 12" DIA. CONCRETE TRUNKS.			
241	MANHOLE 241-1 (TYPE 1) TO BE CONSTRUCTED WITH 12" CONCRETE RINGS AND 24" DIA. CONCRETE COLLARS. 1.5' DIA. TRUNKS SHALL BE SET ON 12" DIA. CONCRETE TRUNKS. 2.5' DIA. TRUNKS SHALL BE SET ON 12" DIA. CONCRETE TRUNKS.			
240	MANHOLE 240-1 (TYPE 1) TO BE CONSTRUCTED WITH 12" CONCRETE RINGS AND 24" DIA. CONCRETE COLLARS. 1.5' DIA. TRUNKS SHALL BE SET ON 12" DIA. CONCRETE TRUNKS. 2.5' DIA. TRUNKS SHALL BE SET ON 12" DIA. CONCRETE TRUNKS.			
239	MANHOLE 239-1 (TYPE 1) TO BE CONSTRUCTED WITH 12" CONCRETE RINGS AND 24" DIA. CONCRETE COLLARS. 1.5' DIA. TRUNKS SHALL BE SET ON 12" DIA. CONCRETE TRUNKS. 2.5' DIA. TRUNKS SHALL BE SET ON 12" DIA. CONCRETE TRUNKS.			
238	MANHOLE 238-1 (TYPE 1) TO BE CONSTRUCTED WITH 12" CONCRETE RINGS AND 24" DIA. CONCRETE COLLARS. 1.5' DIA. TRUNKS SHALL BE SET ON 12" DIA. CONCRETE TRUNKS. 2.5' DIA. TRUNKS SHALL BE SET ON 12" DIA. CONCRETE TRUNKS.			
237	MANHOLE 237-1 (TYPE 1) TO BE CONSTRUCTED WITH 12" CONCRETE RINGS AND 24" DIA. CONCRETE COLLARS. 1.5' DIA. TRUNKS SHALL BE SET ON 12" DIA. CONCRETE TRUNKS. 2.5' DIA. TRUNKS SHALL BE SET ON 12" DIA. CONCRETE TRUNKS.			
236	MANHOLE 236-1 (TYPE 1) TO BE CONSTRUCTED WITH 12" CONCRETE RINGS AND 24" DIA. CONCRETE COLLARS. 1.5' DIA. TRUNKS SHALL BE SET ON 12" DIA. CONCRETE TRUNKS. 2.5' DIA. TRUNKS SHALL BE SET ON 12" DIA. CONCRETE TRUNKS.			

AGM

 PLAN • SURVEY • ENGINEER

MUNICIPALITY OF MIDDLESEX CENTRE

AGM

 ANDREW GRAY & MACKAY

 ENGINEERING LTD.

 485 SHEPPARD AVE. E. SUITE 200

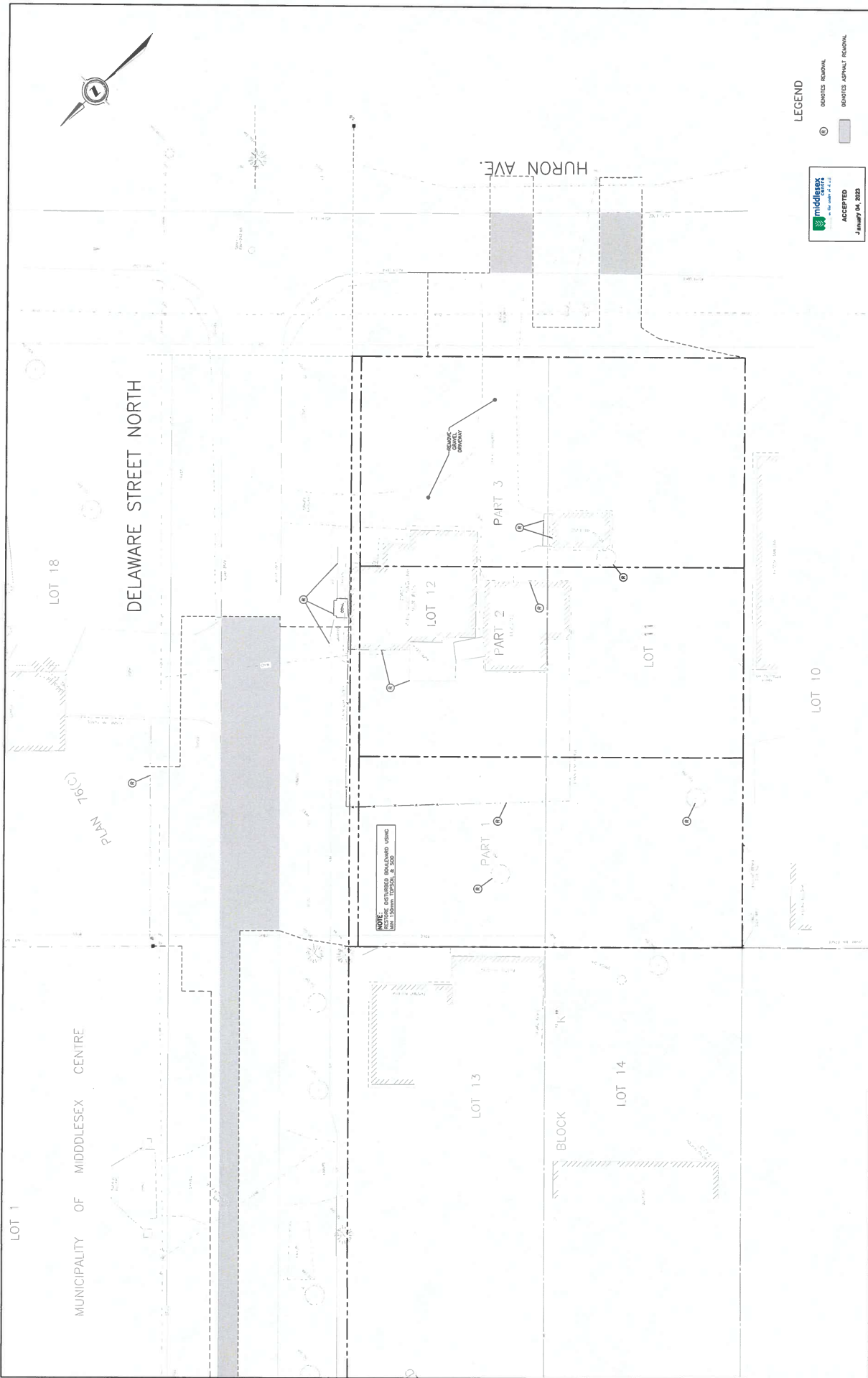
 SCARBOROUGH, ONTARIO M1S 1T7

 TEL: 416-291-3333

 FAX: 416-291-3334

 WWW.AGM-ENGINEERS.COM

NO.	DESCRIPTION	DATE	BY	CHKD
1	ISSUED FOR PERMIT			
2	ISSUED FOR CONSTRUCTION			
3	ISSUED FOR AS-BUILT			



LEGEND

-  DEBRIS REMOVAL
-  DELETED ASPHALT REGION


 ACCEPTED
 4 JANUARY 04, 2023

	LEONARD BEELER PROFESSIONAL ENGINEER LICENSE NO. 1140 STATE OF MICHIGAN	ARCHIBALD GRAY & MCKAY ENGINEERING LTD. ARCHIBALD GRAY & MCKAY 11000 MIDCOTE BOULEVARD SUITE 200 WARREN, MI 48090-2000 PHONE: 588-3333 FAX: 588-3333 WWW.AGMECH.COM	116 DELAWARE STREET NORTH REMOVALS
PROJECT NO. 1000-267 SHEET NO. 02 DATE: 01/04/23		SCALE: 1" = 1'-0" TOTAL AREA: 10,000 SQ. FT.	

Printed by: Liana (lana) on 2023-01-03 10:25

1. REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

DATE: _____

RECEIVED AND DEPOSITED

PLAN 33R -

ROBERT WOOD
ONTARIO LAND SURVEYOR

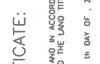
REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES ACT OF MIDDLESEX (NO. 33)

PART SCHEDULE		P.I.N.
1	LOT	PART OF 0982-0084
2	PART OF BLOCK 'O'	PART OF 0982-0084
3	CONCESSION	PART OF 0982-0084

PLAN OF SURVEY OF LOTS 17 AND 18 BLOCK "O" REGISTERED PLAN No. 76 IN THE MUNICIPALITY OF MIDDLESEX COUNTY OF MIDDLESEX

SCALE 1:250

2021 HERALD, GRAY & MCKAY LTD.
ONTARIO LAND SURVEYORS



DATE: _____

ROBERT WOOD
ONTARIO LAND SURVEYOR

2. THE SURVEY AND PLAN ARE CORRECT AND, IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.

3. THE SURVEY WAS COMPLETED ON THE _____ DAY OF _____, 2021.

SURVEYOR'S CERTIFICATE:

1) THE SURVEY AND PLAN ARE CORRECT AND, IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.

2) THE SURVEY WAS COMPLETED ON THE _____ DAY OF _____, 2021.

NOTES & LEGEND

- DENOTES MIDNIGHT FOUND
- DENOTES STAKE
- SB DENOTES STAKE
- AGM DENOTES AGM
- P1 DENOTES P1
- P2 DENOTES P2
- P3 DENOTES P3
- NE DENOTES NE
- NW DENOTES NW
- SE DENOTES SE
- SW DENOTES SW

UTM GRID NOTES

BEARINGS ARE U.T.M. GRID ANGLES (GCS) EPOCH(2010). DERIVED FROM C.A.S.S. OBSERVATIONS AND THE LOCAL SHANNET BASE STATION NETWORK ZONE 17 REFERENCED TO THE CENTRAL MERIDIAN BY UTM LONGITUDE.

GRIDDINGS SHOWN ON THIS PLAN ARE OBTAINED AND CAN BE CONVERTED TO LOCAL GRID COORDINATES BY USING THE UTM GRID DATA.

OBSERVED REFERENCE POINTS (ORP) FORMED FROM C.A.S.S. OBSERVATIONS USING REAL TIME NETWORK (RTN) UTM ZONE 17, MADS (GCS) EPOCH(2010) COORDINATES TO 8MM ACCURACY PER SIDE (C.A.S.S. UTM ZONE 17).

POINT ID	NORTHING	EASTING
ORP 1	484355.898	484355.898
ORP 2	484355.898	484355.898
ORP 3	484355.898	484355.898

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

AGM

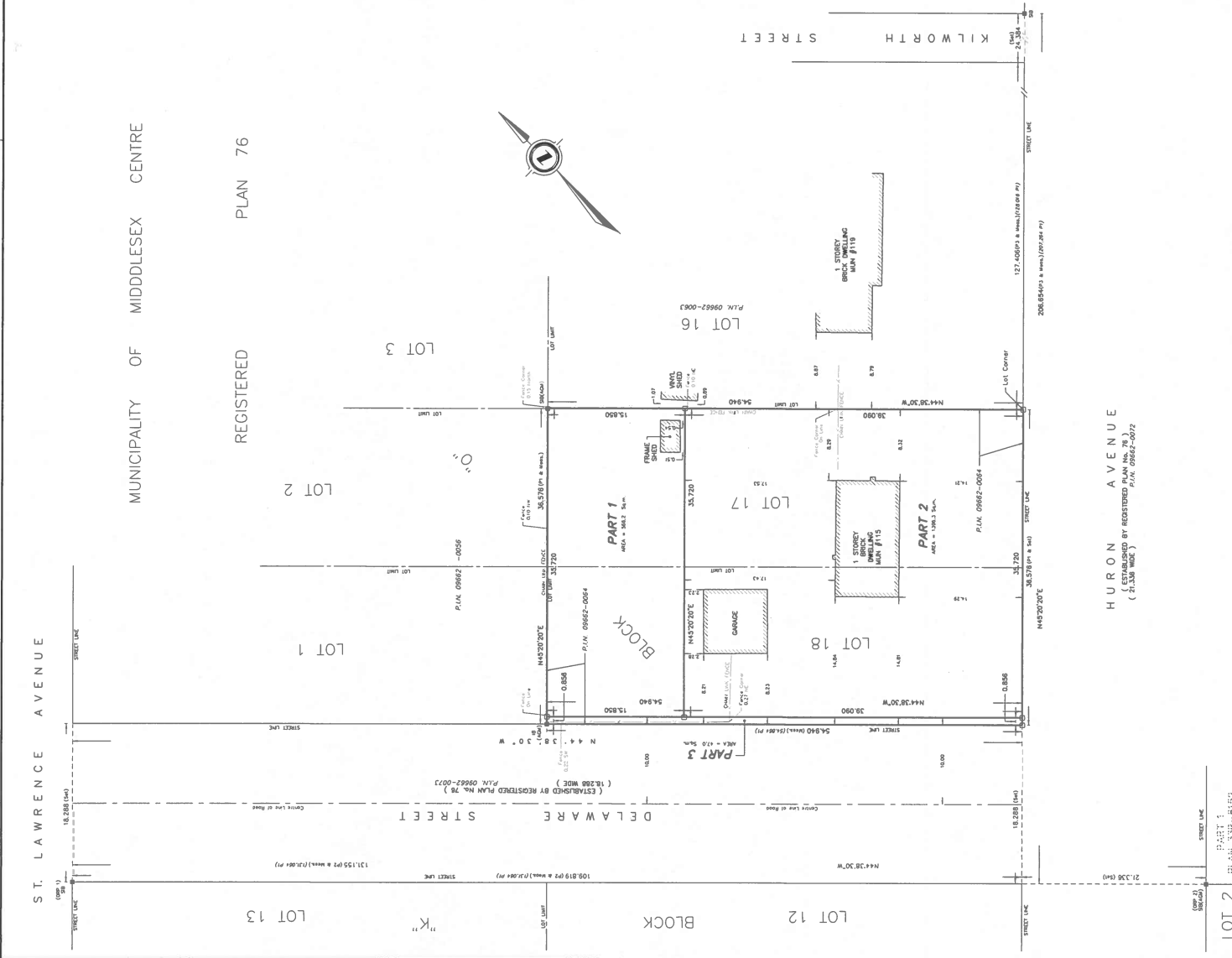
AGM SURVEYING & ENGINEERING LTD.
1000 SHEPPARD AVENUE EAST, SUITE 100
AGINCOURT, ONTARIO M1S 1T5
PHONE 416-490-3300 FAX 416-490-3301
WWW.AGM-SURVEYING.COM

PLANNED BY: AGM
CHECKED BY: AGM
DATE: 2021-09-23
SCALE: 1:250

4-2-8465

MUNICIPALITY OF MIDDLESEX CENTRE

REGISTERED PLAN 76



HURON AVENUE
(ESTABLISHED BY REGISTERED PLAN No. 76)
(21.338 WIDE)
P.I.N. 0982-0072

LOT 2
PART 1
P.I.N. 0982-0072

SCHEDULE "C"

to

THIS SEVERANCE AND DEVELOPMENT AGREEMENT made this ___ day of _____, 2023.

BETWEEN:

MUNICIPALITY OF MIDDLESEX CENTRE
(the "Municipality")

OF THE FIRST PART

-and-

ALBERT KEITH BROWN & DOROTHY ANNE BROWN
(the "Owner")

OF THE SECOND PART

**ENGINEER'S CERTIFICATE
FOR MUNICIPAL RIGHT OF WAY WORKS & FACILITIES**

For Good and Valuable Consideration provided by the Municipality, the receipt and sufficiency of which I hereby acknowledge, I hereby certify that all Works and Facilities to be constructed and installed in the municipal right of way, as required by the Severance and Development Agreement dated the ___th day of _____, 2023 have been completed; and I hereby certify that all such services have been:

- (a) inspected by me, or by a qualified person under my supervision, during construction and installation in accordance with standard engineering practice;
- (b) installed in accordance with the plans and specifications approved by the Municipality.

Certified and delivered under my hand and professional seal this ___ day of _____, 202__.

SCHEDULE "D"

to

THIS SEVERANCE AND DEVELOPMENT AGREEMENT made this day of 2023.

B E T W E E N:

MUNICIPALITY OF MIDDLESEX CENTRE
(the "Municipality")

OF THE FIRST PART

-and-

ALBERT KEITH BROWN & DOROTHY ANNE BROWN
(the "Owner")

OF THE SECOND PART

ENGINEER'S CERTIFICATE RE WARRANTY

For Good and Valuable Consideration provided by the Municipality, the receipt and sufficiency of which I hereby acknowledge, I hereby certify that all Works and Facilities constructed and installed in the municipal right of way, as required by the Severance and Development Agreement dated the ___th day of _____ 2023 have been maintained and repaired, as applicable; and I hereby certify that all such services have been:

- (a) that any and all deficiencies/defects identified during the Warranty Period have been fully addressed; and
- (b) installed in accordance with the plans and specifications approved by the Municipality.

Certified and delivered under my hand and professional seal this ___ day of _____, 202__.

SCHEDULE "E"

to

THIS SEVERANCE AND DEVELOPMENT AGREEMENT made this day of 2023.

B E T W E E N:

MUNICIPALITY OF MIDDLESEX CENTRE
(the "Municipality")

OF THE FIRST PART

-and-

ALBERT KEITH BROWN & DOROTHY ANNE BROWN
(the "Owner")

OF THE SECOND PART

COST SHARING AGREEMENT

COST-SHARING AGREEMENT

made as of the 11 day of July, 2023

BETWEEN:

ALBERT KEITH BROWN and DOROTHY ANNE BROWN
(hereinafter referred to as the “**Browns**“)

OF THE FIRST PART

- and -

LEONARD BJORN BEELER, ADRIAN BEELER and CHARLOTTE BEELER
(hereinafter referred to as the “**Beelers**“)

OF THE SECOND PART

WHEREAS the Browns are the owners of real property municipally known as 115 Huron Avenue, Komoka Ontario, and legally described as Lots 17 and 18, Block 0, Plan 76 in the Municipality of Middlesex Centre, subject to Execution 91-17967, if enforceable and subject to execution 94-2902, if enforceable (the “Brown Lands”).

AND WHEREAS the Browns submitted Consent Application B-08-2021 to the Municipality of Middlesex Centre and received consent to sever one residential lot from the Brown Lands, further described on the draft reference plan attached hereto as Schedule “A”, subject to certain conditions;

AND WHEREAS one such condition of B-08-2021 is that the Browns shall install separate water, and sanitary service connections to the severed parcel prior to consent being granted to the satisfaction of the Municipality;

AND WHEREAS The Beelers are the owners of real property municipally known as 116 Delaware Street, Komoka Ontario and legally described as Lots 11 and 12, Block K, Plan 76, Municipality of Middlesex Centre (the “Beeler Lands”);

AND WHEREAS the Beelers submitted Consent Applications B-03-04-2022 to the Municipality of Middlesex Centre and received consent to sever two residential lots from the Beeler Property, further described on the draft reference plan attached hereto as Schedule “B”, subject to certain conditions;

AND WHEREAS conditions of B-03-04-2022 include, among others, the installation of separate water, stormwater, and wastewater service connections to the severed parcels of Consents B-03-040-2022, the entering into of a cost sharing agreement with the Owner at 115 Huron Avenue (being the Browns) to pay for the extension of municipal services for the severed lots provisionally approved in Consent Applications B-03-2022, B-04-2022, and B-08-2021, to the satisfaction of the Municipality, and the owner’s engineer’s approval of the ECA related to the extension of municipal services associated with Consent Applications B-03-2022, B-04-2022, and B-08-2021, to the satisfaction of the Director of Public Works and Engineering;

AND WHEREAS the Browns and the Beelers have a mutual interest in the installation of the Services for the purpose of fulfilling the conditions attached to Consent Applications B-03-2022,

B-04-2022, and B-08-2021, and have agreed to the allocation of costs for the planning and development of the Services as hereinafter set out.

NOW THEREFORE this Agreement witnesses that in consideration of the sum of Ten Dollars (\$10.00) and the premises and mutual agreements and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged) the Parties covenant and agree as follows:

1. DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

- (a) "Municipality" means the Municipality of Middlesex Centre;
- (b) "Engineer" means the consulting engineering firm employed by the parties;
- (c) " Services" shall mean water, stormwater, and wastewater services, more particular described in the engineered plans attached hereto at Schedule "A"
- (d) "Contractor" shall mean the persons or companies employed by the parties to supply materials and/or work for the planning, approval and installation of the Services.
- (e) "Conditions" shall mean the Consent Conditions attached to decisions B-03-04-2022 and B08-2021.
- (f) "Cost" shall mean the actual hard cost of the planning, approval, design and installation of the Services with no mark up.

2. TERM

This Agreement will take effect upon the date first noted above and will terminate upon the assumption by the Municipality of the Services on the Brown Lands and Beeler Lands and the parties will execute such releases as may be requested in order to remove the same from title without charge.

3. SATISFACTION OF CONDITIONS OF CONSENT APPROVAL

The parties mutually acknowledge and agree that this Agreement is entered into in satisfaction of the conditions of consent imposed by the Municipality which requires each party to make arrangements with the other for the installation of separate water, stormwater, and wastewater service connections to the severed parcels, and the cost-sharing thereof, all to the specifications and satisfactory to the Municipality at no cost to the Municipality.

4. SERVICES

The parties shall employ an Engineer to assist in the planning, approval, design and installation of the Services, substantially in accordance with the Conditions.

All work related to the installation of the Services is to be performed by arms' length third party Contractor(s). All Contractors shall be approved by both parties, acting reasonably.

The parties agree that the responsibility for the Costs of the planning, approval, design and installation of the Services to the severed parcels of Consent B-03-04-202 and B-08-2021, including the Costs of the Engineer and Contractors, shall be apportioned evenly between the parties, with each party responsible for paying fifty percent (50%) of the Costs (the "Proportionate Share") .

The parties shall direct the Engineer and Contractors to address all invoices to both parties, and each party shall be responsible for paying their Proportionate Share of each invoice to the issuer of the invoice. All invoices shall be paid within the timeframe stipulated on the invoice. If an invoice is issued to one party only (the "Receiving Party"), the Receiving Party shall pay one hundred percent (100%) of the invoice within the timeframe stipulated on the invoice, and the other party shall reimburse the Receiving Party in an amount equal to their Proportionate Share of the invoice within a reasonable time.

The following shall apply to all work forming part of the planning, approval, design and installation of the Services to be performed as set out herein:

- (a) the work shall be in accordance with the engineering plans approved by the Municipality and all work shall be performed to the standards of the Municipality and in a good and workmanlike manner and in compliance with all bylaws, statutes and regulations;
- (b) Both parties shall be provided with the engineering plans and the servicing contract for prior approval, which approval shall not be unreasonably withheld or delayed;
- (c) each party shall execute any consents or authorizations or assurances reasonably requested to allow the other to do such work;
- (d) both parties shall on request also provide temporary easements reasonably required for the installation, operation and the maintenance of the Services, until the same are assumed by the Municipality;
- (e) Each party entering the other's lands has the obligation to restore the property after entry and to indemnify the respective owner from any damages caused by its entry.

All work forming the Services shall be performed in accordance with all laws, by-laws, statutes and regulations and with the plans approved by the Municipality and each party shall pay all its trades and suppliers for Services in a timely fashion and shall protect against any lien claims. The party responsible shall vacate any liens and certificates of action from title within fifteen (15) days of any such lien or certificate being registered failing which it shall be deemed to be in breach hereof.

5. **INSURANCE**

The parties shall require the Contractors to provide proof of liability insurance with appropriate coverage to the satisfaction of both parties prior to a Contractor commencing any work related to the installation of the Services on the Brown Lands and/or the Beeler Lands.

6. **DEFAULT**

- (a) If a Party hereto (the "Defaulting Party") shall fail to pay to another Party (the "Creditor Party") hereto any sum of money properly payable by it in accordance with this Agreement within thirty (30) days of written demand properly made, any sum of money owing hereunder

shall accrue interest at ten percent (10%) calculated and compounded monthly, from the date such sum is due and shall form a part of a Lien.

(b) In addition to any rights the Creditor Party may have at law, the Creditor Party shall have the right to claim a lien (hereinafter called a "Lien") to secure the payment of such sum of money as is owing to it by the Defaulting Party, together with all interest accruing thereon and its costs of recovering the said monies, against the Property of the Defaulting Party. Such Lien shall arise after the Defaulting Party has been in default for at least thirty (30) days after written notice claiming the Lien has been served on the Defaulting Party. The Creditor Party may enforce the said Lien against the Property of the Defaulting Party by the registration of a Caution, or other notice, as may be permitted by the provisions of the Land Titles Act, or any amendments thereto, or such other legislation that may be applicable from time to time. A Lien shall be enforceable by the Creditor Party in the same manner as a mortgage in default. The costs of registration and enforcement of the Lien and of recovery of the monies shall form part of the Lien.

(c) Provided that if a Lien or notice thereof has not been registered, a bona fide arm's length purchaser or chargee for value without notice of the Lien shall take title free and clear of any Liens claimed.

7. ARBITRATION

In the event there is any dispute as to any amounts payable hereunder, the parties agree that such dispute shall at the request of either party be determined by arbitration.

8. COOPERATION AND ACCOMMODATION

9. Notwithstanding any specific provision hereof the parties agree to cooperate with each other and provide reasonable accommodation to provide for the orderly development of their respective lands, provided that there is no material detrimental effect on the other's use of their lands or cost to the cooperating party.

10. AGREEMENT IS BINDING

a. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement is intended to run with the title to the Lands and enure to the benefit of the Lands and Adjacent Lands and their owners from time to time, until the end of the Term.

11. SALE OR TRANSFER

a. On the sale or other transfer of the Brown Lands or Beeler Lands or any part thereof by either party before they are developed, the seller will provide a copy of the covenants to the transferee to comply with the terms of this Agreement and obtain the written agreement of the transferee in favour of the other party hereto to abide by the terms of the same. Provided that such transferee is a bona fide third party for value and this Agreement is then in good standing and any amounts due and owing have been paid, upon obtaining such covenant, the transferor effective on the closing date shall have no further obligations to the other party hereto for any acts or liabilities hereunder incurred subsequent to the closing date.

12. CONFIRMATION OF GOOD STANDING

a. The parties will within ten (10) business days of request execute a confirmation whether or not this Agreement is in good standing. If a party fails to execute such confirmation then the party who has failed to respond shall be estopped from asserting its rights as against any such requesting party.

13. NO WAIVER

a. No omission by either party to enforce the strict performance of their respective rights under this Agreement shall operate as a waiver or any such rights, and no waiver by either party of the performance by the other of any covenant or provision of this Agreement shall, of itself, constitute a waiver of any subsequent breach of such covenant or provision or of any other covenant or provision

14. NOTICES

Any notices given under this Agreement shall be in writing. Such notice shall be deemed to be given if personally delivered or sent by facsimile transmission, electronic mail or prepaid registered mail to:

(a) To the Browns at:

115 Huron Avenue
Komoka, Ontario N0L 1R0

(b) To the Beelers at:

116 Delaware Street Central
Komoka, Ontario N0L 1R0

Any notice shall be deemed to have been given or made on the third (3rd) Business Day if sent by prepaid registered mail or on the date it was delivered in the case of personal delivery or in the case of delivery by facsimile or electronic mail transmission on the day of successful transmission if such day is a Business Day, and if such day is not a Business Day then it shall be deemed to be received on the next Business Day after successful transmission. During the period of any postal strike or other interference with the mails, personal delivery shall be substituted for prepaid registered mail. For the purposes of this Agreement a "Business Day" shall be any day of the week except a Saturday or a Sunday or any statutory holiday in the Province of Ontario.

15. ELECTRONIC SIGNATURES AND COUNTERPARTS

This Agreement may be executed in several counterparts and by electronic means, each of such counterparts when executed shall constitute an original document, and such counterparts taken together shall constitute one and the same instrument. Counterparts may be executed and then delivered either in original or by electronic fax or email attachment form and the parties may adopt any signatures signed by electronic means or received by electronic fax or email attachment as original signatures of the parties.

16. INDEPENDENT LEGAL ADVICE



The Parties acknowledge having been given the opportunity to obtain independent legal advice and having declined seeking independent legal advice despite having been given the opportunity to do so, and being advised to do so by Joseph M. Hentz with respect to the terms

of this Agreement prior to its execution and each of the Parties further acknowledge and agrees that each of them understands the terms, and its rights and obligations under this Agreement.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK


SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their signatures


ALBERT KEITH BROWN

DOROTHY ANNE BROWN

DocuSigned by:

LEONARD BJORN BEELER

DocuSigned by:

ADRIAN BEELER

DocuSigned by:

CHARLOTTE BEELER

S T. L A W R E N C E A V E N U E

MUNICIPALITY OF MIDDLESEX CENTRE

REGISTERED PLAN 76

1. REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.	PLAN 33R-	RECEIVED AND DEPOSITED	
DATE: _____	DATE: _____		
ROBERT WOOD ONTARIO LAND SURVEYOR REPRESENTATIVE FOR LAND TITLES REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX. (No 33)			
PART SCHEDULE			
PART	LOT	CONCESSION	P.I.N.
1	PART OF 17 AND 18 BLOCK "O"	REGISTERED PLAN No. 76	PART OF 09662-0064
2			PART OF 09662-0064
3			PART OF 09662-0064

PARTS 1, 2 AND 3 COMPRISE ALL OF PIN 09662-0064

PLAN OF SURVEY
 OF ALL OF
 LOTS 17 AND 18
 BLOCK "O"
 REGISTERED PLAN No. 76
 (FORMERLY THE VILLAGE OF KOMOKA)
 IN THE
 MUNICIPALITY OF
 MIDDLESEX CENTRE
 COUNTY OF MIDDLESEX

SCALE 1:250
 5 4 3 2 1 0 5 10 15
 SCALE IN METRES

2021
 ARCHIBALD, GRAY & MCKAY LTD.
 ONTARIO LAND SURVEYORS

SURVEYOR'S CERTIFICATE:

I CERTIFY THAT:
 1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYOR'S ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
 2) THE SURVEY WAS COMPLETED ON THE 14 DAY OF . 2021.

DATE _____ ROBERT WOOD
 ONTARIO LAND SURVEYOR

NOTES & LEGEND

- DENOTES MONUMENT FOUND
- DENOTES MONUMENT PLANTED
- SIB DENOTES STANDARD IRON BAR
- IB DENOTES IRON BAR
- AGM DENOTES ARCHIBALD, GRAY & MCKAY LTD., O.L.S.'s
- P1 DENOTES REGISTERED PLAN No. 76
- P2 DENOTES IRON BAR 1980 (FILE NO. 02429)
- P3 DENOTES PLAN OF SURVEY BY HOLSTED & REMOND LTD. DATED SEPTEMBER 17, 1986 (FILE No. 86-0945)
- NE DENOTES NORTHEAST
- NW DENOTES NORTHWEST
- SE DENOTES SOUTHEAST
- SW DENOTES SOUTHWEST

UTM GRID NOTES

BEARINGS ARE U.T.M. GRID MAD83 (CSRS) EPOCH(2010). DERIVED FROM G.N.S.S. OBSERVATIONS AND THE LEICA SMARTNET BASE STATION NETWORK AND ARE REFERRED TO THE CENTRAL MERIDIAN 8100 WEST LONGITUDE, ZONE 17.

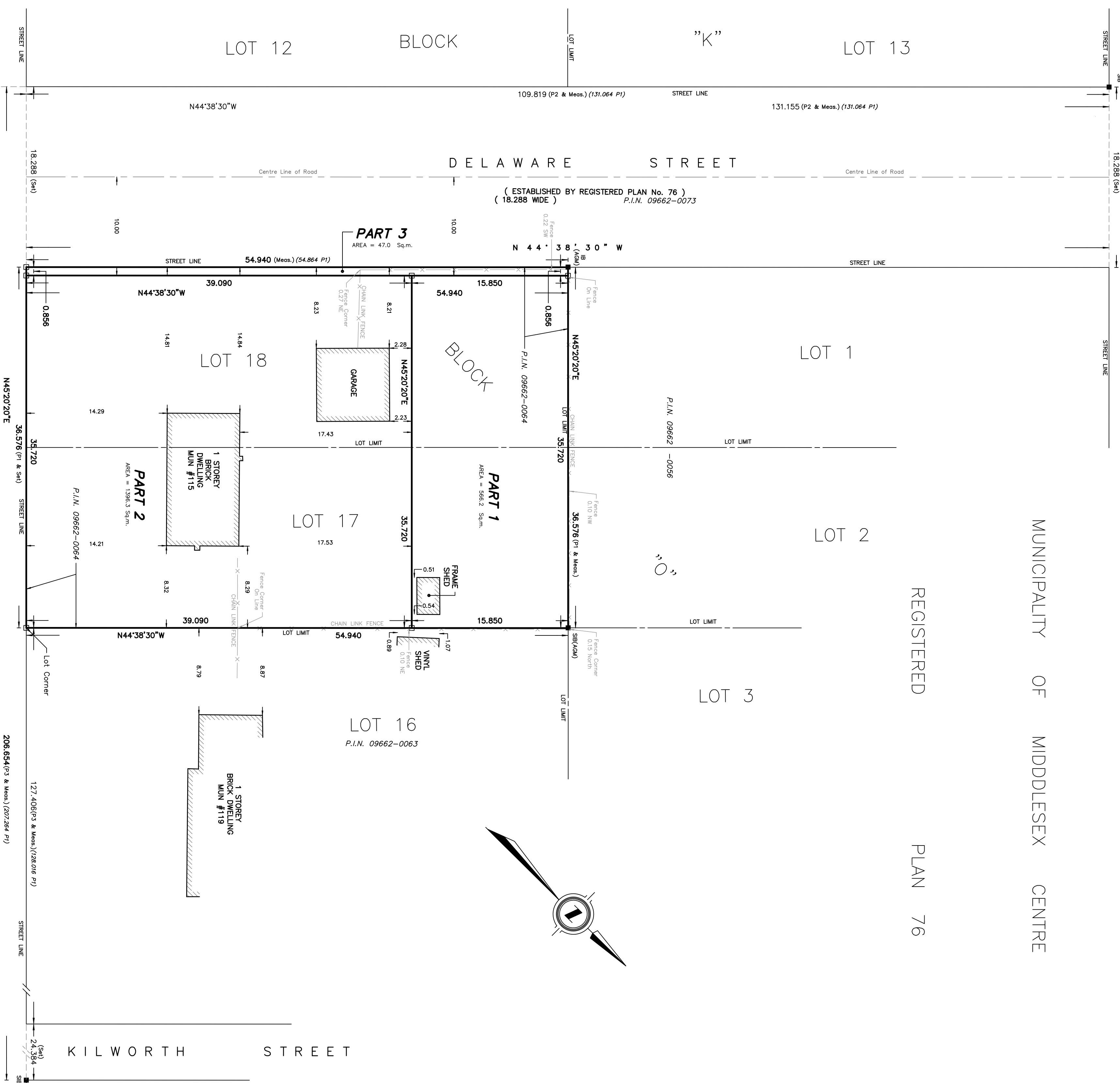
DISTANCES SHOWN ON THIS PLAN ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.9999933064.

POINT ID	NORTHING	EASTING
ORP 1	4643693.868	4643693.868
ORP 2	4735403.698	4644497.972

OBSERVED REFERENCE POINTS (ORP) DERIVED FROM G.N.S.S. OBSERVATIONS USING REAL TIME NETWORK (RTN) U.T.M. ZONE 17, MAD83 (CSRS) EPOCH(2010). COORDINATES TO URBAN ACCURACY PER SEC. 14(2) OF O.REG. 216/10

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

METRIC: DISTANCES AND COORDINATES SHOWN ON THIS PLAN DIVIDING BY 0.3048.



HURON AVENUE
 (ESTABLISHED BY REGISTERED PLAN No. 76)
 (21.336 WIDE) P.I.N. 09662-0072

LOT 2 PART 1
 PLAN 33R-8152

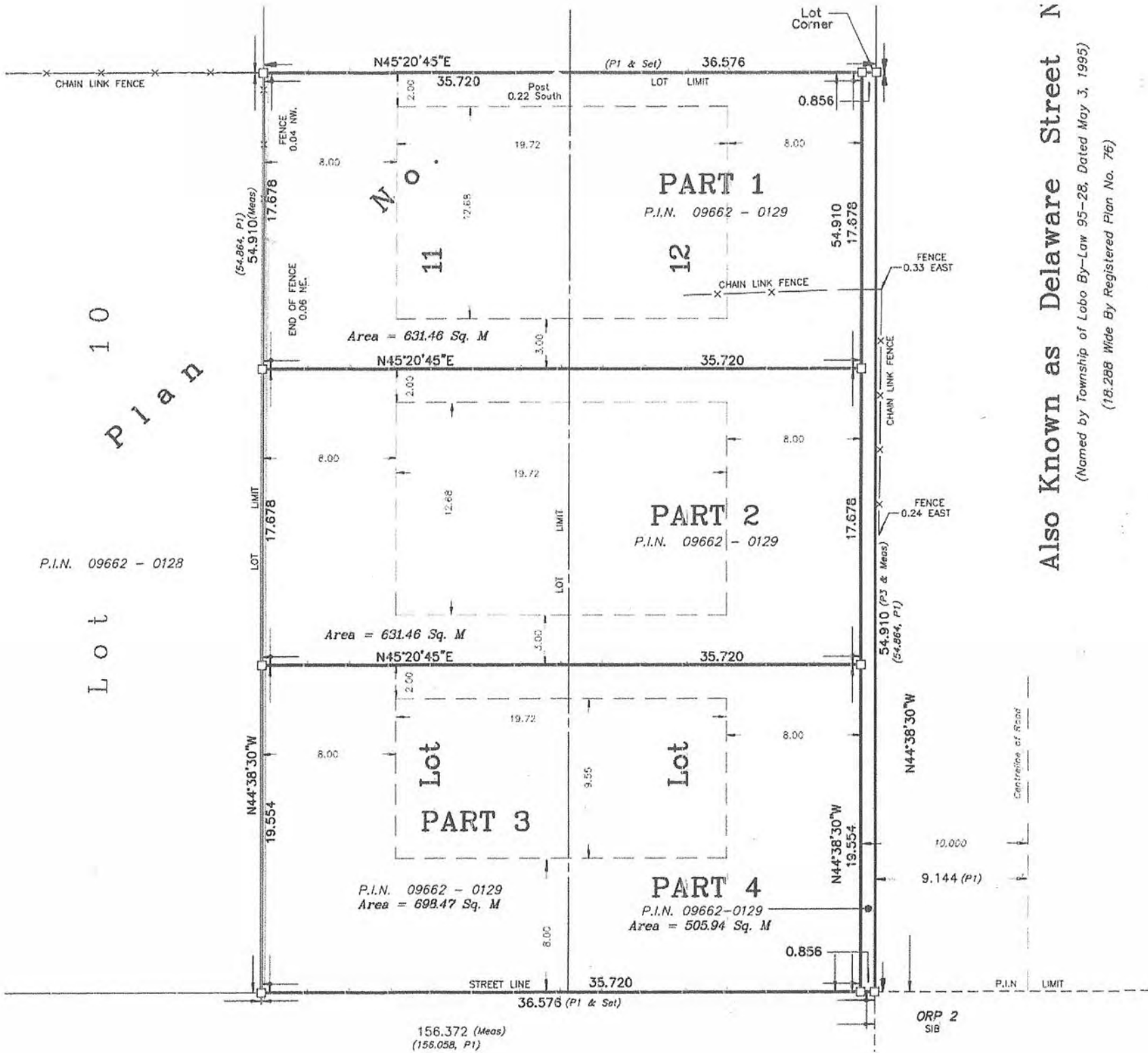
AGM ARCHIBALD, GRAY & MCKAY LTD.
 5314 WHITE OAK ROAD, LONDON, ON, N6C 2Z9
 PHONE 519-885-5300 FAX 519-885-5303
 EMAIL info@agm.on.ca WEB www.agm.on.ca
 PLAN No. 4-Z-8465

10

Plan

Lot

P.I.N. 09662 - 0128



Also Known as Delaware Street N

(Named by Township of Lobo By-Law 95-28, Dated May 3, 1995)

(18,288 Wide By Registered Plan No. 76)