

SEVERANCE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made in triplicate this ____ day of March, 2021.

B E T W E E N:

MUNICIPALITY OF MIDDLESEX CENTRE
(the “Municipality”)

OF THE FIRST PART

-and-

DEREK STEPHEN SLOAN and KELLY ANN SLOAN
(the “Owner”)

OF THE SECOND PART

WHEREAS:

- A. The Owner warrants that it is the registered owner of the lands described in **Schedule “A”** attached hereto (the “Lands”);
- B. The Owner submitted Consent Application B-02/20 (the “Consent Application”) to the Municipality to create two (2) residential lots on the Lands, such lots being legally described as:
 - i. Part of Lot 11 and Lot 12, designated as Part 1 on Plan 33R-20923 in the Municipality of Middlesex Centre, County of Middlesex, being part of PIN 09662-0055 (LT) (“Severed Lot”);
 - ii. Part of Lot 11 and Lot 12, designated as Part 2 on Plan 33R-20923 in the Municipality of Middlesex Centre, County of Middlesex, being part of PIN 09662-0055 (LT) (“Retained Lot”);
- C. The Municipality approved the Consent Application on February 19, 2020 (the “Decision”), subject to a number of conditions to be fulfilled on or before February 24, 2021, which date has been extended as a result of Ontario Regulation 149/20, as amended, to June 2, 2021, (the “Lapse Date”);
- D. When the Owner and the Municipality have entered into this Agreement and subject to the fulfilment of the remainder of the conditions of the Decision to be fulfilled on or before the Lapse Date, the Municipality shall issue a Certificate of Consent and may at that time issue a building permit subject to approval of building plans; and
- E. The registration of this Severance and Development Agreement on title of the Lands, as defined herein, is authorized by subsections 53(12) and 51(25-26) of the *Planning Act*, RSO 1990, c P 13, as amended or replaced (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 Development and Site Plan

- 2. The Municipality approves the development 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, as set out and provided for in *Schedule "B"* and to the satisfaction of the Municipality, the works and facilities more particularly described in *Schedule "B"* (hereinafter, the "**Works and Facilities**") which shall be provided, constructed, installed and maintained by the Owner in accordance with *Schedule "B"* and this Agreement, at absolutely no expense to the Municipality.

Municipality's Right to Enter and Recover Costs

4. The Owner acknowledges and agrees that the Municipality has the right to enter in and upon the Lands at all reasonable times to inspect the construction, installation and maintenance of the Works and Facilities. In the event of the Owner's failure to construct, install or maintain the Works and Facilities in accordance with this Agreement, the Municipality shall have the right to remedy such failure at the Owner's expense. The Owner further acknowledges and agrees that the Municipality, its officers, servants and agents shall not be liable to the Owner or any occupant of the Lands for any losses or damages of any kind whatsoever arising in any way from the Municipality's exercise of its rights as set out herein.
5. The Parties agree that in the event the Owner defaults under this Agreement, the provisions of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended or replaced (hereafter, the "**Municipal Act**") apply and, in addition to any other remedy the Municipality may have, the Municipality may recover the costs it incurs as a result of the Owner's default, in a like manner as municipal taxes.

Development Charges

6. The Development Charges By-law of the Municipality applies to the development of the 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

7. 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 and construction of the Works and Facilities prior to the commencement of construction, including without limitation, approvals required by any applicable Conservation Authority.

Additional Specific Covenants

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 Engineer 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 all grading, stormwater management, sediment erosion control, easements, servicing, entrance details, road allowance widening, pavement widening, utility construction and any other work required.

Water Service Works

- (c) 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 Springer Street to the westerly limit of the Severed Lot, 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(c). The parties acknowledge and agree that the following additional provisions apply to the works referred to in this sub-paragraph 8(c):
- i. 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(c) and the Owner warrants to adhere to each of their respective provisions when installing said works.
 - ii. The water service laterals and appurtenances (including without limitation, valves, valve chambers, service connections) constructed on or under Springer Street, once approved by the Municipal Engineer, 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.
 - iii. No connection of any water service works and watermains may be made to pre-existing Municipal water distribution systems without the prior written approval of the Municipal Engineer, and such approval shall not be given unless and until the Owner's retained engineer has provided to the Municipal Engineer:
 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 Engineer;
 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.
 - iv. 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 Engineer's attendance and witnessing of the above noted testing.

Sanitary Sewer Works

- (d) To extend, construct and connect sanitary sewers from the existing sanitary sewers on or under Springer Street to the westerly limit of the Severed Lot 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(d). The parties acknowledge and agree that the following additional provisions apply to the works referred to in this sub-paragraph 8(d):
- 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 sanitary sewer works constructed on or under Springer Street, once approved by the Municipal Engineer, may be assumed by the Municipality, at the discretion of the Municipal Engineer, by written notice and shall become infrastructure of the Municipality following formal assumption by the Municipality.
- iii. No connection of any sanitary sewer works may be made to pre-existing Municipal sanitary sewer systems without the prior written approval of the Municipal Engineer, which approval shall not be given unless and until the Owner's retained engineer has:
 - 1. provided to the Municipal Engineer a certification report to the effect that all new sanitary service works have been tested in accordance with current Middlesex Centre Infrastructure Design Standards and are ready for operation;
 - 2. provided to the Municipal Engineer a sewer video inspection report and disk (DVD) for all sanitary sewers accompanied by a written report from the inspection company following connection of all new private drain connections;
 - 3. confirmed to the Municipal Engineer that all new sanitary sewer works have been flushed and cleaned and if deemed necessary by the Municipal Engineer in his/her discretion, has undertaken further video inspection following connection of all new private drain connections;
 - 4. confirmed to the Municipal Engineer that the new sanitary sewer works are in compliance with the current Municipal Infrastructure Design Standards; and
 - 5. certified to the Municipal Engineer that all new sanitary service works are ready for operation following connection of all new private drain connections.
- iv. All sanitary sewer testing 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 Engineer's attendance and witnessing of the above noted testing.

Stormwater and Drainage Works

- (e) To provide, construct and install drainage and stormwater management works on the Severed Lot as set out and provided for 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-paragraph 8(e). The Parties acknowledge and agree that the following additional provisions apply to the works referred to in this sub-paragraph 8(e):
 - 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 Lot 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 Lands.

Lot Grading

- (f) To ensure that the final grading of the Severed Lots permits surface water to run off from all areas and from adjoining properties so as to reach either road

gutters, municipal drains, ditches or natural water courses, 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 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. Within six (6) months of the issuance of the Certificate of Occupancy by the Municipality for any dwelling constructed on the Lots, 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

- (g) To, upon obtaining a building permit from the Municipality for a residence on the Severed Lot, construct a road entrance from Springer Street to the Severed Lots 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 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 Lot is available between the lot line and the traveled portion of the street.

Grading and Restoration of Highways

- (h) To ensure that all highways of the Municipality affected by the development of the Severed Lot are restored and graded to permit water to run off from all areas and from adjoining properties so as to reach either the road gutters, municipal drains, ditches or natural water courses in accordance with the plans and specifications set out in *Schedule "B"* and to the satisfaction of the County and the Municipality. The Owner shall be responsible for one hundred percent (100%) of the total cost for completion of the works referred to in this sub-paragraph 9(i). The Parties acknowledge and agree that the following additional provisions apply to the works referred to in this sub-paragraph 8(h):

Utilities

- (i) To, upon obtaining a building permit from the Municipality for a residence on the Severed Lot, 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 9(i). 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.

Completion to Satisfaction of Municipality

9. The Works and Facilities and all other works described in section 8, shall be completed to the satisfaction of the Owner's retained engineer, the Municipal Engineer and the Municipal Chief Building Official, provided however, that approval by the Municipal

Engineer and/or the Municipal Chief Building Official does not relieve the Owner and/or Owner's retained engineer 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 Engineer and the Municipal Chief Building Official, confirming his or her engineering approval of the as constructed works. The Municipal Engineer and the Municipal Chief Building Official 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 and the Owner remains responsible for construction and maintenance.

Cash in Lieu of Parkland Dedication

10. The Owner shall pay one thousand dollars (\$1,000.00) cash-in-lieu of parkland dedication to the Municipality on or before the Lapse Date.

Security

11. 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 fifteen thousand dollars (**\$15,000.00**). 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 upon completion of the Works and Facilities referred to in subparagraphs 9(c), (d), and (e), to the satisfaction of the Municipality.

Time for Completion

12. The Owner covenants and agrees to complete the Works and Facilities referred to in subparagraphs 8(c), (d), and (e) prior to the Lapse Date and all other works required to be completed pursuant to section 8 of this Agreement within a period of one (1) year from the date of issuance of a building permit. The Owner shall provide proof of completion of the works to the satisfaction of the Municipal Engineer. Without limiting the foregoing, the proof required shall include but is not limited to a survey, engineering certification, architectural (including landscape architectural) certification and/or any other type of certification.
13. In the event the Owner fails to complete the works required to be completed herein within the time for completion set out in section 12, the Municipality and/or its authorized agents may enter in and upon the property of the Owner without providing notice to the Parties and perform and/or complete any or all of the works at the Owner's expense. Without limiting the Municipality's discretion with respect to drawing upon the Letter of Credit set out in section 11 and in the event that the Municipality and/or its authorized agents perform or complete any or all of the works, whether on the Lands or the adjacent Municipal road allowance, the Municipality may draw on the aforementioned Letter of Credit in such amount(s) as may be required to pay for the cost incurred by the Municipality and/or its authorized agents to complete the works. In addition, or in the alternative, the Municipality may add the full cost or any part of the cost incurred by the Municipality to the tax roll of the Lands and collect the expense in like manner as municipal taxes.

Maintenance of Works and Facilities

14. Without limiting its maintenance obligations set out elsewhere in this Agreement, the Owner covenants to maintain the Works and Facilities and all other works described in section 8, to the satisfaction of the Municipality and at the sole risk and expense of the Owner. 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, the Municipality is hereby authorized to enter in and upon the property of the Owner without providing notice to the Owner and make all necessary repairs and perform all necessary maintenance. The Owner shall bear the cost of any and all necessary repairs or maintenance of the works, whether on the Lands or the adjacent Municipal road allowance, failing which the provisions of the *Municipal Act* shall apply and the Municipality may recover the expense incurred in so doing by action or by adding the expense to the tax roll of the lands and collecting the expense in like manner as municipal taxes.

Mud and Debris Clean-up; Dust Suppression

15. The Owner covenants and agrees to be responsible for all mud and debris tracked onto roadways from vehicles entering or leaving construction sites and for all dust generated during construction. The Owner shall, upon verbal and/or written request by the Municipality immediately proceed with clean-up operations at his expense. Should the Owner fail to clean-up as directed, the Municipality will complete the cleaning at the Owner's expense by drawing on the posted Letter of Credit. In addition, or in the alternative, the Municipality may add the full cost or any part of the cost incurred by the Municipality or its authorized agents to perform or complete the clean up to the tax roll of the lands and collects the expense in like manner as municipal taxes. 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.

Compensation for Costs

16. The Owner agrees to compensate the Municipality for the cost of involvement of the Municipality's retained legal counsel in the review and preparation of this Agreement on behalf of the Municipality. The Owner shall make payment to the Municipality by cheque or by certified cheque if required by the Municipality, in its discretion, within thirty (30) days of demand being provided in writing by the Municipality.
17. The Owner agrees to compensate the Municipality for the cost of engineering and planning consultant costs incurred by the Municipality in the review and negotiation of this Agreement. The Owner shall make payment to the Municipality by cheque or by certified cheque if required by the Municipality, in its discretion, within thirty (30) days of demand being provided in writing by the Municipality.

Registration of Agreement

18. The Parties acknowledge and agree that, following execution of this Agreement by the Parties, this Agreement shall forthwith be electronically registered on the title to the Lands by the Owner, at the sole risk and expense of the Owner, and that the Owner hereby charge the Lands with the performance of this Agreement. The Owner shall provide the Municipality with proof of registration.
19. The Parties acknowledge and agree that, following the issuance of the Certificate of Consent, the Owner shall ensure that this Agreement is registered on title to the Lots, at the sole risk and expense of the Owner. The Owner shall provide the Municipality with proof of registration.

Priority of Agreement

20. The Parties hereby agree that if at the time of registration of this Agreement there are any encumbrances on title to the Lands held by any party other than the Municipality, 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 Lands and provide proof to the Municipality that the Postponement and Consent has been registered on title to the Lands.

Responsibility and Indemnity

21. The Owner expressly acknowledges and agrees that the development of the Lands, including but not limited to the design, construction, installation, operation, maintenance or management of the Works and Facilities and any other work to be completed pursuant to section 8 of this Agreement, is entirely and solely at the Owner's own risk and expense without liability or responsibility of the Municipality.
22. 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 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

- i. this Agreement; and
- ii. the development of the Lands, including the design, construction, installation and maintenance of the Works and Facilities and any other work to be completed pursuant to section 8 of this Agreement.

Insurance

Owner's Insurance

23. 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 Five Million Dollars (\$5,000,000.00) 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 design, construction, installation, operation, maintenance or management of the Works and Facilities and all other works described in section 8. 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 have been paid and that such policies shall be renewed year on year thereafter to provide coverage for the Owner's continued maintenance obligation with respect to the works to be completed pursuant to this Agreement.

Contractor/Agent Insurance

24. Forthwith, upon execution of this Agreement, the Owner shall require any contractor and/or agent providing services or work in relation to the Works and Facilities and works described in section 9 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 be 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 construction of any of the Works and Facilities to be performed pursuant to 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 above-mentioned 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 and Facilities shall continue until all of the Works and Facilities are constructed to the satisfaction of the Municipality.

Retained Engineer Insurance

25. The Owner further warrants that its respective retained engineer carries Professional Liability Insurance in the amount of at least one million dollars (\$1,000,000.00) and that he 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

26. 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

27. 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 Engineer 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.
28. The Owner shall ensure that the contractor(s)’ and/or agent(s)’ employees and subcontractors perform, with the degree of care, skill and diligence of a professional contractor, as defined by normal industry practice, all of the work and services required to complete and/or maintain the works described in this Agreement. 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 and by-laws. All certificates of training must be available upon request of the Municipality.

Entire Agreement

29. This Agreement, including its schedules, constitutes the entire agreement between the Parties with respect to the development of the Severed Lot, including any and all other development agreements which may have been registered against title to the Lands. This Agreement, inclusive of its schedules, replaces and/or supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties concerning the development of the 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 except as specifically set out in 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 section 30, the terms of this Agreement shall remain in full force and effect.

Amendment and Waiver

30. 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.

Enurement

31. This Agreement shall enure to the benefit of and is binding upon the Parties and their respective heirs, executors, administrators, estate trustees, trustees, personal or legal representatives, successors and assigns.
32. The Owner shall include in any Agreement of Purchase and Sale for the whole of the Lands or the Severed Lot, 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 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 Lands or the Severed Lot so purchased.

Severability

33. 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 or unenforceable in any jurisdiction by any court of competent jurisdiction, the 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.

Voluntary Agreement

34. 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.

Governing Law

35. 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.

Counterparts and Electronic Endorsement

36. This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission, and those counterparts will together constitute one and the same instrument.

[ONE (1) ENDORSEMENT PAGE FOLLOWS]

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals or caused to be affixed their corporate seals under the hands of their duly authorized officers, as the case may be.

DEREK STEPHEN SLOAN

Address for Service:

Per: _____

KELLY ANN SLOAN

Per: _____

MUNICIPALITY OF MIDDLESEX CENTRE

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"

LT 12 & WLY 15 FEET LT 11, BLK 1, PL 109; MIDDLESEX CENTRE TWP, BEING ALL OF PIN 09662-0055 (LT).

SCHEDULE "B"

No.	Drawing Name & No.	Prepared By:	Date:
1.	Servicing & Grading Plan	AGM Ltd.	October 2020
2.	Reference Plan 33R-20923	AGM Ltd.	February 3, 2021

**PLAN OF
ALL OF
LOT 12
AND PART OF
LOT 11
BLOCK 1
REGISTERED PLAN No. 109(C)
(GEOGRAPHIC TOWNSHIP OF LOBO)
IN THE
MUNICIPALITY OF
MIDDLESEX CENTRE
COUNTY OF MIDDLESEX**

LOT GRADING NOTES:

- EXISTING DRAINAGE OF ABUTTING LANDS IS NOT TO BE DISTURBED.
- BASEMENT OPENINGS TO BE MINIMUM 300mm ABOVE CENTRELINE OF ROAD UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- GROUND ELEVATIONS AT HOUSES ABUTTING OVERLAND FLOW ROUTES ARE TO BE 225mm ABOVE OVERLAND FLOW ROUTE ELEVATIONS.
- SUMP PUMP DISCHARGE MUST BE DIRECTED TO THE ON SITE EXFILTRATION TRENCH.
- ALL SLOPES ARE A MAXIMUM 3:1

GENERAL NOTES:

- ALL WORK ON PUBLIC PROPERTY SHALL MEET THE MINIMUM STANDARDS AND SPECIFICATIONS OF THE MUNICIPALITY OF MIDDLESEX CENTRE, INFRASTRUCTURE DESIGN STANDARDS, 2018. ALL WORK ON PRIVATE PROPERTY SHALL MEET THE MINIMUM REQUIREMENTS OF THE ONTARIO BUILDING CODE.
- THE CONTRACTOR SHALL CONSTRUCT TEMPORARY MEASURES TO CONTROL SILT ENTERING THE STORM DRAINAGE SYSTEM TO THE SPECIFICATIONS OUTLINED IN THE GUIDELINE ON EROSION AND SEDIMENT CONTROL FOR URBAN CONSTRUCTION SITES PREPARED BY THE MINISTRY OF NATURAL RESOURCES. THESE MEASURES ARE TO BE INSTALLED PRIOR TO COMMENCING ANY CONSTRUCTION FOR THIS PROJECT, AND ARE TO REMAIN IN PLACE UNTIL CONSTRUCTION HAS BEEN COMPLETED TO THE SPECIFICATIONS OF THE MUNICIPALITY OF MIDDLESEX CENTRE.
- ALL SUBSTITUTIONS MUST BE APPROVED BY THE MUNICIPALITY AND THE CONTRACT ADMINISTRATOR.
- ALL ORGANIC, UNSTABLE OR UNSUITABLE MATERIALS BENEATH THE ROAD ALLOWANCES MUST BE REMOVED AND THESE AREAS BACKFILLED WITH AN APPROVED FILL MATERIAL, ALL TO THE SATISFACTION OF THE CONTRACT ADMINISTRATOR.
- CONCRETE TO BE 30 MPA AT 28 DAYS UNLESS OTHERWISE NOTED.
- WATER SERVICE TO BE LAID WITH +/- 150mm LATERAL TOLERANCE AT A DEPTH OF 1700mm TO 1900mm. 150mm MINIMUM CLEARANCE TO BE MAINTAINED BETWEEN SERVICES AT CROSSINGS.
- PRIOR TO COMMENCEMENT OF CONSTRUCTION THE CONTRACTOR SHALL
 - VERIFY ALL EXISTING UNDERGROUND UTILITIES WITHIN THE LIMIT OF THE CONSTRUCTION SITE AND LOCATE THEM.
 - VERIFY ALL BENCHMARK ELEVATIONS, SEWER OUTLET ELEVATIONS AND DIMENSIONS AND REPORT ANY DISCREPANCIES IMMEDIATELY TO THE CONTRACT ADMINISTRATOR.
- ALL EXISTING UTILITIES AND SERVICES ARE TO BE MAINTAINED AND SUPPORTED BY THE CONTRACTOR. ANY DAMAGE CAUSED BY THE CONTRACTOR, DURING CONSTRUCTION SHALL BE MADE GOOD AT HIS EXPENSE TO THE SATISFACTION OF THE CONTRACT ADMINISTRATOR.
- ALL DIMENSIONS FOR ROADWORKS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN.
- AREAS SHOWN FOR RESTORATION ARE APPROXIMATE ONLY AND WILL DEPEND ON THE EXISTING CONDITION AND ACTUAL LOCATION OF THE SERVICES.
- PROPOSED CATCHBASIN SHALL BE A NYLOPLAST STRUCTURE OR STANDARD 600x600 CONCRETE CATCHBASIN.
- THE EXFILTRATION TRENCH PIPING SHALL BE DUAL WALL HIGH DENSITY POLYETHYLENE MATERIAL WITH PREFABRICATED PERFORATIONS.

LEGEND

- EXISTING SANITARY SEWER AND MANHOLE
- PROPOSED SANITARY PDC WITH CLEAN OUT
- PROPOSED EXFILTRATION TRENCH
- PROPOSED CULVERT
- EXISTING CORRUGATED STEEL PIPE CULVERT
- PROPOSED CATCHBASIN
- EXISTING WATERMAIN
- EXISTING FIRE HYDRANT AND VALVE
- 25mm WATER SERVICE & VALVE
- EXISTING TREE
- PROPOSED SWALE
- DIRECTION OF PROPOSED SURFACE DRAINAGE
- PROPOSED TOP OF FOUNDATION WALL ELEVATION
- PROPOSED UNDERSIDE OF FOOTING ELEVATION
- PROPOSED TOP OF GRATE ELEVATION
- PROPOSED FINISHED GROUND ELEVATION
- MATCH EXISTING ELEVATION

NOTE:

LOCATION OF ALL UNDERGROUND SERVICES (WATERMAIN AND SANITARY SEWER) IS BASED ON "AS CONSTRUCTED" INFORMATION PROVIDED BY THE MUNICIPALITY AND SHOULD BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION.

NOTE:
ADD 200 METRES TO OBTAIN
GEODETIC DESIGN ELEVATIONS

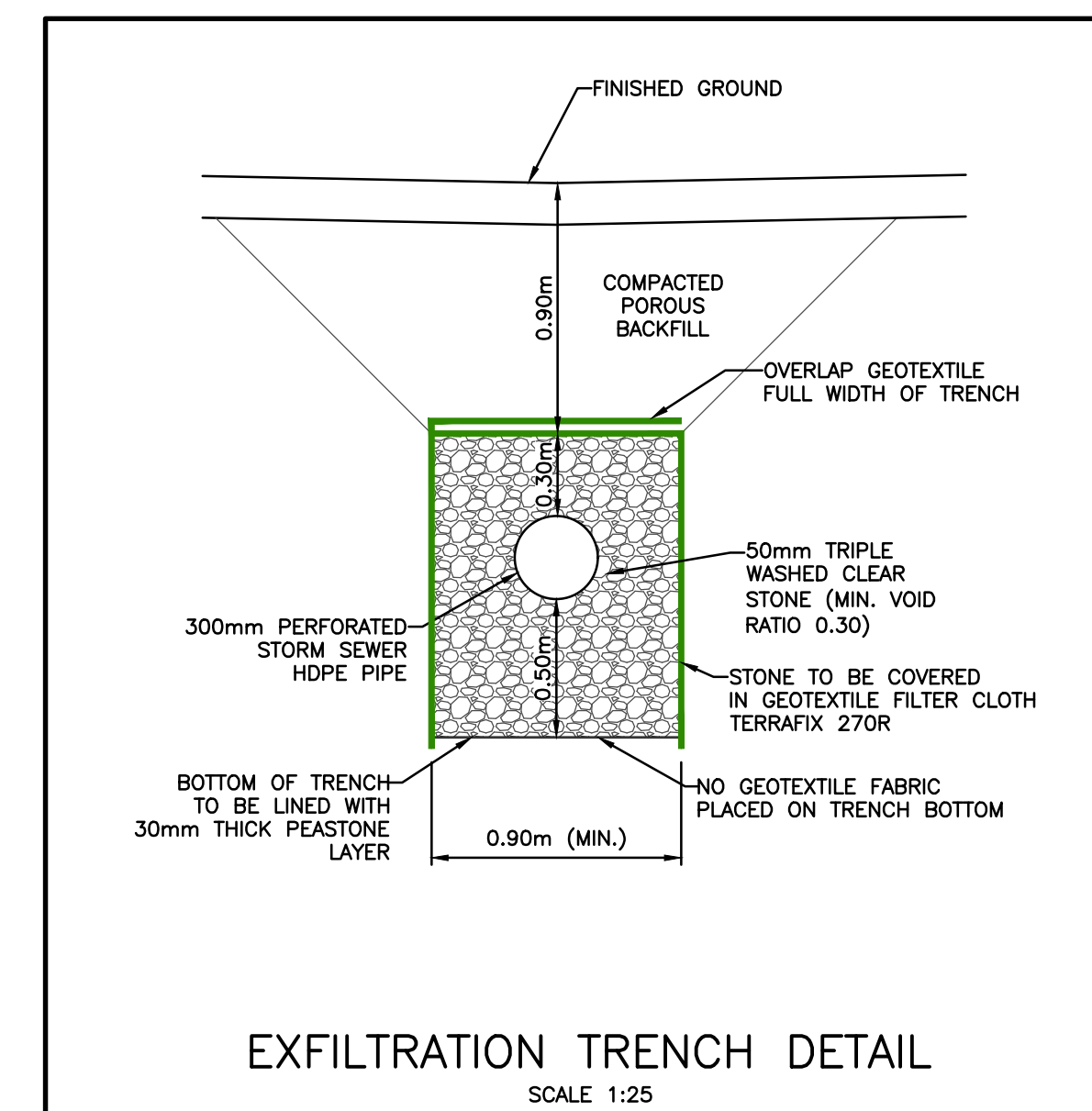
SITE BENCHMARK:

(T.B.M. 01) TOP SPINDLE OF FIRE HYDRANT
ELEV. = 243.56m

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 BY-LAWS.



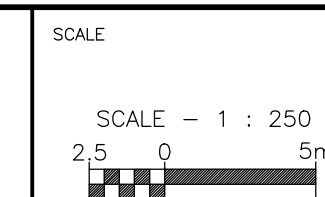
EXFILTRATION TRENCH DETAIL
SCALE 1:25

**ROAD STRUCTURE
MINIMUM DEPTHS:**
40mm HL3 ASPHALT
50mm HL8 ASPHALT
150mm GRANULAR A
300mm GRANULAR B
GRANULARS COMPACTED
TO 100% S.P.M.D.D.
MATCH EXISTING ROAD
STRUCTURE IF DEEPER

**ARCHIBALD, GRAY & MCKAY
ENGINEERING LTD.**
1514 WHITE OAK ROAD, LONDON, ON, N6E 2Z9
PHONE: 519-685-5300 FAX: 519-685-5303
EMAIL: info@agm.on.ca WEB: www.agm.on.ca



CAINES HOMES LTD.



PROJECT No.	1000-191
SHEET No.	01
PLAN FILE No.	
TITLE	131 ONTARIO AVENUE SEVERANCE SERVICING & GRADING PLAN

