

SEVERANCE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made in triplicate this day of , 2021.

B E T W E E N:

MUNICIPALITY OF MIDDLESEX CENTRE
(the “Municipality”)

OF THE FIRST PART;

-and-

CALE ROBERT BARNES AND ZARA ARIZMENDI ORTIZ
(the “Owner”)

OF THE SECOND PART;

-and-

SPRINGWELL HOLDINGS INC.
(the “First Mortgagee”)

OF THE THIRD PART

-and-

JORDAN DANIEL CARANCI
(the “Second Mortgagee”)

OF THE FOURTH PART;

WHEREAS:

- A. The Owner warrants that he is the registered Owner of the lands described in **Schedule “A”** attached hereto (hereinafter the “**Lands**”);
- B. The Owner submitted a Consent Application dated May 29, 2020 (hereinafter the “**Consent Application**”) to the Municipality to create two (2) residential lots on the Lands, such lots being legally described as Part of Lot 26, Concession 11, being Part 1 on Reference Plan 33R-20002, in the Municipality of Middlesex Centre, County of Middlesex, being part of PIN 08134-0067(LT) (hereinafter the “**Retained Lot**”) and Part of Lot 26, Concession 11, being Part 2 on Reference Plan 33R-20002, in the Municipality of Middlesex Centre, County of Middlesex, being part of PIN 08134-0067(LT) (hereinafter the “**Severed Lot**”), respectively;
- C. The Municipality approved the Consent Application on June 24, 2020 (hereinafter “**Consent B-13/2020**”), subject to a number of conditions to be fulfilled on or before June 24, 2021, including a condition that the Owner enter into a Development Agreement with the Municipality, to be registered against the title of the Lands, to address among other matters: all financial, legal, planning and engineering matters including but not limited to payment of the Municipality’s engineering, legal and planning review costs, entrance locations and construction, works within the road allowance, lot grading and drainage, building envelopes, relocation of electrical services as well as any road restoration associated with the development, all to the satisfaction of the Municipality;
- D. When the Owner and the Municipality have entered into this Agreement and subject to the fulfilment of the remainder of the conditions of Consent B-13/2020, including the installation of municipal water, storm water and sanitary sewer services to the Severed Lot as set out and provided for in this Agreement, on or before June 24, 2021, the Municipality shall issue a Certificate of Consent and may at that time issue a building permit subject to approval of building plans;

- E. The upper tier municipality, the Corporation of County of Middlesex (the “**County**”) exercises jurisdiction with respect to the approval of certain activities affecting its highways and is a third party beneficiary to this Agreement; and
- F. 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 (hereafter, this “**Agreement**”) by reference.

Conditional Approval of Development and Site Plan

- 2. The Municipality approves the development in accordance with 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, and install, 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 will be constructed, installed and maintained, in accordance with section 12 of this Agreement, by the Owner, at absolutely no expense to the Municipality.

Responsibility for the Cost of the Works and Facilities

- 4. The Owner covenants and agrees to be responsible for one hundred percent (100%) of the total cost for completion of the Works and Facilities. In the event that the Owner breaches this section 4, or any other provision of this Agreement, in any other manner whatsoever, 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 breach in a like manner as municipal taxes.

Development Charges

- 5. 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

- 6. The Owner shall:
 - (a) Be one hundred percent (100%) responsible for ensuring that the installation and construction 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 the *Environment Assessment Act*, R.S.O. 1990, c. E.18, as amended or replaced, the *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended or replaced, and any applicable Conservation Authority.

Application of County Highways By-laws

- 7. County By-laws No. 5783 and No. 6410, as amended or replaced, concerning Access/Entrance Permits, Work Permits, and Oversize Load/Weight Vehicle Permits in relation to County highways (“**County Highways By-laws**”) apply to the commencement of any work on and under a County Road including County Road No. 16, known as Ilderton Road (hereinafter “**Ilderton Road**”). The Owner covenants that it

shall comply with the County Highway By-laws and where appropriate the Owner will 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 County Highway By-laws in advance of commencing any work on or below Ilderton Road. The Owner further covenants that the Owner will provide any security deemed necessary by the County Engineer in accordance with the County Highway By-laws and/or it will require any contractors and/or agents acting on their behalf to provide any security deemed necessary by the County Engineer in accordance with the County 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 County. The aforementioned security may be drawn upon by the county in the event that any portion of the Works and Facilities relating to Ilderton Road are either constructed or not completed in a manner in accordance with this Agreement in order for the County to complete or attempt to complete the construction of Works and Facilities related to Ilderton Road to a standard that is in accordance with this Agreement.

Additional Specific Covenants

8. Without limiting the covenants and obligations set out in 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 and the County Engineer (in relation to County highways), 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 including any work required on or under Ilderton Road.

Water Service Works and Watermains

- (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 Ilderton Road to the southerly limit of the Severed Lot, as provided for and set out in *Schedule "B"*. The Owner agrees that it shall be responsible for one hundred percent (100%) of the total cost for completion of the works referred to in this sub-paragraph 8(c), failing which the provisions of the *Municipal Act* apply and, in addition to any other remedy the Municipality may have, the Municipality may recover any expense it incurs as a result of the Owner's failure to be responsible for the cost of the works in a like manner as municipal taxes. The parties acknowledge and agree that the following additional provisions apply to the extension, construction and connection of the above noted watermain service laterals and appurtenances on or under Ilderton Road:

- 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 Ilderton Road, once approved by the Municipal Engineer and the County Engineer, may be assumed by the Municipality at the

discretion of the Municipality by providing written notice and shall become infrastructure of the Municipality following formal assumption by the Municipality.

- iii. All water service laterals and appurtenances (including without limitation, valves, valve chambers, service connections) installed in accordance with *Schedule "B"* shall be installed to the satisfaction of the Owner's retained engineer, the Municipal Engineer, the County Engineer and the Municipal Chief Building Official, provided however, that approval by the Municipal Engineer, the County Engineer and the Municipal Chief Building Official does not relieve the Owner and the Owner's retained engineer from their responsibility for any errors or omissions in engineering specifications or installation/construction of the Works and Facilities. The Owner's retained engineer shall provide a certificate, signed and stamped, to the Municipal Engineer, the County Engineer and the Municipal Chief Building Official confirming his or her engineering approval of all as constructed works. The Municipal Engineer, the County Engineer and Municipal Chief Building Official may rely on the stamped certificate of the Owner's retained 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 of the works.
- iv. 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, which 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 and Climate Change 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 and Climate Change 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.
- v. 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 Ilderton Road to the southerly limit of the Severed Lot, as provided for and set out in *Schedule "B"*. The Owner agrees that it shall be responsible for one hundred percent (100%) of the total cost for completion of the works referred in this sub-paragraph 8(d), failing which the provisions of the *Municipal Act* apply and, in addition to any other remedy the Municipality may have, the Municipality may recover any expense it incurs as a result of the Owner's failure to be responsible for the cost of said works in a like manner as municipal taxes. The parties acknowledge and agree that the following additional provisions apply to the extension, construction and connection of the above-noted sanitary sewer works on or under Ilderton Road:

- 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 to the Works and Facilities and the Owner warrants to adhere to each of their respective provisions when installing the Works and Facilities.
- ii. The sanitary sewer works constructed on or under Ilderton Road, once approved by the Municipal Engineer and the County 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. All sanitary sewers installed in accordance with *Schedule "B"* shall be installed to the satisfaction of the Owner's retained engineer, the Municipal Engineer, the County Engineer and the Municipal Chief Building Official, provided however, that approval by the Municipal Engineer, County Engineer, and 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 said works. The Owner's retained engineer shall provide a certificate, signed and stamped, to the Municipal Engineer, the County Engineer, and the Municipal Chief Building Official confirming his or her engineering approval of the as constructed works. The Municipal Engineer, the County 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.
- iv. 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.
- v. 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 extend, construct and connect storm sewer and drainage works from the existing storm sewers on or under Ilderton Road to the southerly limit of the Lands, as provided for and set out in *Schedule "B"*. The Owner agrees that it

shall be responsible for one hundred percent (100%) of the total cost for completion of the works referred to in this sub-paragraph 8(e), failing which the provisions of the *Municipal Act* apply and, in addition to any other remedy the Municipality may have, the Municipality may recover any expense it incurs as a result of the Owner's failure to be responsible for the cost of the works in a like manner as municipal taxes. The parties acknowledge and agree that the following additional provisions apply to the extension, construction and connection of the above noted storm sewer works on or under Ilderton Road:

- i. The Wastewater By-law, as amended or replaced, and the in force *Ontario Building Code Act*, as amended or replaced, including all in force regulations thereto, apply to the Owner's installation of the storm sewers, drainage works and appurtenances thereto, and the Owner shall adhere to all provisions therein when installing the works.
- ii. The extension of storm sewers and drainage works on, under or adjacent to Ilderton Road, 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. All storm sewers and drainage works installed in accordance with *Schedule "B"* shall be installed to the satisfaction of the Owner's retained engineer, the Municipal Engineer, the County Engineer and the Municipal Chief Building Official, provided however, that approval by the Municipal Engineer, County Engineer and 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 installation/construction of the Works and Facilities. The Owner's retained engineer shall provide a certificate, signed and stamped, to the Municipal Engineer, County Engineer and the Municipal Chief Building Official confirming his or her engineering approval of the as constructed works. The Municipal Engineer, County Engineer and 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, if applicable, remains responsible for construction and maintenance of said works.
- iv. Stormwater drainage shall be managed in a manner acceptable to and approved by the Municipal Engineer.
- v. If determined to be necessary by the Municipality, storm sewer flushing and/or cleaning and video inspection shall be undertaken by the Owner at no cost to the Municipality.
- vi. The Owner shall provide connections for any future storm sewers as may be required by the Municipal Engineer.
- vii. For the purpose of any drainage work that in the opinion of the Municipal Engineer is or may be required to furnish sufficient outlet for storm water or to protect any natural watercourse, the Owner shall provide the Municipality with all easements across the Lands.
- viii. No storm or drainage works will meet the satisfaction of the Municipal Engineer unless and until the Owner's retained engineer has:
 1. confirmed that the installed storm and drainage works meet the requirements of any servicing study obtained for the development (e.g. infiltration gallery requirements, Exfiltration System requirements, any storm ponds requiring rooftop attenuation control requirements to achieve depth or control drains, etc.);
 2. provided to the Municipal Engineer a video inspection report and disk (DVD) for all storm sewers accompanied by a written report from the inspection company;
 3. if deemed necessary by the Municipal Engineer, confirmed that all new storm sewer works have been flushed and

cleaned and that any further video inspection required has been undertaken;

4. confirmed that the new storm sewer works are in compliance with the Ontario Building Code; and
5. has certified that all new storm sewer works are ready for operation.

Highway Dedications, Reserves and Easements

- (f) To dedicate the following road allowance for road widening purposes shown on the registered plan forming a part of *Schedule "B"* to the County free of all encumbrances and at no cost to the County within thirty (30) days of endorsement of this Agreement:
 - (i) To dedicate lands upto 18 metres from the centreline of construction of County Road 16 (Ilderton Road) to the County across the severed and retained parcels for the purposes of road widening if the right of way is not already to that width.

Grading and Restoration of Highways

- (g) To ensure that all highways of the Municipality or County affected by works installed or constructed on or under highways of the Municipality or County are restored to their original state and graded to permit 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 *Schedule "B"*, as approved by the Owner's retained engineer, the Municipal Engineer and the County Engineer. The Owner's retained engineer shall provide a certificate, signed and stamped, to the Municipal Engineer and the County Engineer, certifying that the final grading and restoration of the highway conforms with *Schedule "B"* and the current Municipality Infrastructure Design Standards. The Owner shall be responsible for one hundred percent (100%) of the cost of the work described in this sub-paragraph 8(g), failing which, the provisions of 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 breach in a like manner as municipal taxes.

Utilities

- (h) To 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 acknowledge and agree that their obligations pursuant to this Agreement to construct, install and maintain the Works and Facilities includes the replacement or repair of any Works and Facilities that are damaged or altered in connection with the installations pursuant to this sub-paragraph 8(h). 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.

Lot Grading Plan

- (i) To provide a lot grading plan prepared by a Professional Engineer that includes appropriate grades at property boundaries and the four corners of a building envelope. The lot grading plan shall indicate a suitable building area that meets the required setbacks from the overhead electrical lines servicing neighbouring properties. The electrical lines shall be shown on the grading plan, which shall be prepared at no expense to the Municipality.

Relocation of Existing Water and Sanitary Services on retained lands

- (j) To relocate, if necessary, the existing water and sanitary services so that they are wholly contained on the retained lands and do not affect, reach into or in front of the severed lands, to the satisfaction of the Municipality.

Costs for Future Municipal Road Reconstruction of Ilderton Road

- (k) To pay to the Municipality an amount of \$6,143.00 for the purposes of funding 50% of the future municipal road reconstruction costs of Ilderton Road to an urban standard along the frontage of the severed lot of Consent B-13/2020, inclusive of curbs sidewalks and street lighting.

Zoning By-Law Setback

- (l) To provide confirmation from an Ontario Land Surveyor that the residence on the retained lot of Consent B-13/202, known municipally as 13154 Ilderton Road, will meet the minimum Zoning By-law setback from the new lot line created by Consent B-13/2020. Should the minimum setback not be met, the Owner agrees to file for the review and consideration of the Municipality's Committee of Adjustment, a Minor Variance application in order to achieve compliance with the Zoning By-law.

Security

- 9. 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, eighty-five dollars and fifty cents (\$15,085.50), such amount being one hundred percent (100%) of the cost of the Works and Facilities. The Owner shall ensure that the aforementioned Letter of Credit is kept in full force and effect and that it will 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 one hundred percent (100%) of the Works and Facilities being completed by the Owner to the satisfaction of the Municipality.

Time for Completion

- 10. The Owner covenants and agrees to complete the Works and Facilities required to be completed herein on or before June 24, 2021, and to provide proof of completion of the Works and Facilities to the satisfaction of the Municipal Engineer and the County 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.
- 11. Pursuant to the *Municipal Act*, as amended or replaced, in the event the Owner fails to complete the Works and Facilities required to be completed herein within the time for completion set out in section 10, such Works and Facilities may be performed and/or completed by the Municipality at the Owner's expense in accordance with this section. Upon failure of the Owner to complete the Works and Facilities within the time for completion set out in section 10, 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 the Works and Facilities at the Owner's expense. In the event that the Municipality and/or its authorized agents perform or complete any or all of the Works and Facilities, the Municipality may draw on the Deposited Funds in such amount(s) as may be required to pay for the cost incurred by the Municipality and/or its authorized agents to perform and/or complete the Works and Facilities. 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 Works and Facilities to the tax roll of the Lands and collect the expense in like manner as municipal taxes.

Maintenance of Works and Facilities

12. The Owner covenants to maintain to the satisfaction of the Municipality and at the sole risk and expense of the Owner any and all of the Works and Facilities. Such obligation does not apply to any Works and Facilities which have been formally assumed by the Municipality by written notice. In the event that the Owner fails or neglect 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 Municipality is hereby authorized to enter upon the Lands without notice to the Owner in order to make all necessary repairs and perform all necessary maintenance, the cost of which shall be borne and paid by the Owner, 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

13. The Owner covenants and agrees that it is 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 or County 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 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.

Registration of Agreement

14. The Parties acknowledge and agree that, following execution 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 charges the Lands with the performance of this Agreement. The Owner shall provide the Municipality with proof of registration.
15. 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 Severed Lot and the Retained Lot, at the sole risk and expense of the Owner. The Owner shall provide the Municipality with proof of registration.

Priority of Agreement

16. The Mortgagee consents to the registration thereof and acknowledges the priority of the provisions of this Agreement over any rights that the Mortgagee may have by virtue of its mortgage of the said lands or any part thereof.

Responsibility and Indemnity

17. The Owner expressly acknowledges and agrees that the development of the Lands, the Severed Lot and the Retained Lot, including but not limited to the installation and construction of the Works and Facilities, is entirely and solely at his own risk and expense without liability or responsibility of the Municipality or the County.
18. 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, and the County 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 Lien 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 this Agreement, the development of the Lands, the Severed Lot and/or the Retained Lot, including the installation, construction and/or maintenance of the Works and Facilities.

Insurance

Owner Insurance

19. Forthwith upon execution of this Agreement, the Owner shall provide the Municipality with insurance policies 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) and names the Municipality as an additional insured from and against personal injury/bodily harm (including death), property damage, errors and omissions, and contractual liability arising from this Agreement, which arise out of the installation/construction and maintenance of the Works and Facilities. 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 and Facilities.

Contractor/Agent Insurance

20. 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 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

21. 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

22. 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

23. The Owner shall ensure that all work completed on property owned by the Municipality or County 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 or County Engineer (as applicable) shall provide an "Authorization to Proceed with Construction" and give the Owner a copy that must be on site at all times and available upon request. The Owner shall require that the any contractor and/or agent must complete the form "Registration of Constructors and Employers Engaged in Construction" and it must be on site and available upon request.
24. The Owner shall ensure that the contractor(s)' and/or agent(s)' employees and subcontractors perform, 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 and the County, as applicable.

Entire Agreement

25. This Agreement, including its schedules, constitutes the entire agreement between the Parties with respect to the development of the Lands, including any and all other Site Plan Control 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 herein, the terms of this Agreement shall remain in full force and effect.

Amendment and Waiver

26. 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

27. 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.

Future Owners

28. In the event that the Owner sells the Lands, or following the issuance of the Certificate of Consent, sells either the Severed Lot or the Retained Lot, the Owner shall include in any Agreement of Purchase and Sale a requirement that the buyer of the Lands, the Severed Lot or the Retained Lot, as the case may be, sign an Acknowledgement, to the satisfaction of the Municipality, acknowledging that the obligations of the Owner under this Agreement run with the Lands, the Severed Lot or the Retained Lot, as the case may be, 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 purchased.

Severability

29. 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

- 30. 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

- 31. 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

- 32. 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.

CALE ROBERT BARNES

Address for Service:

Per: _____
Name: _____
Title: _____
I/We have authority to bind the Corporation.

ZARA ARIZMENDI ORTIZ

Address for Service:

Per: _____
Name: _____
Title: _____
I/We have authority to bind the Corporation.

SPRINGWELL HOLDINGS INC.

Address for Service:

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____
I/We have authority to bind the Corporation.

JORDAN DANIEL CARANCI

Address for Service:

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: _____
I/We have authority to bind the Corporation.

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"

PART SOUTH HALF LOT 26 CONCESSION 11; AS IN 635181 MIDDLESEX CENTRE
TWP/LONDON TWP

SCHEDULE "B"

No.	Drawing Name & No.	Prepared By:	Date:
1	Notes & Legend (C1)	Strik Baldinelli Moniz	June 7, 2018
2	Site Serving Plan (C2)	Strik Baldinelli Moniz	June 7, 2018
3	Standard Details (C3)	Strik Baldinelli Moniz	June 7, 2018
4	Standard Details (C4)	Strik Baldinelli Moniz	June 7, 2018