

SEVERANCE AND DEVELOPMENT AGREEMENT

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

B E T W E E N:

MUNICIPALITY OF MIDDLESEX CENTRE
(the “Municipality”)

OF THE FIRST PART

-and-

DONNIE LESLIE OZSVATH
(the “Owner”)

OF THE SECOND PART

WHEREAS:

- A. The Owner warrants that she is the registered owner of the lands described in **Schedule “A”** attached hereto (hereinafter the “Lands”);
- B. The Owner submitted Consent Application B-14/2020 dated June 3, 2020 (hereinafter 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 7 and 8, Block 8, Registered Plan No. 109, designated as Part 1 on Plan 33R-20838 in the Municipality of Middlesex Centre, County of Middlesex, being part of PIN 09662-0050 (LT) (hereinafter the “**Retained Lot**”);
 - ii. Part of Lot 7 and 8, Block 8, Registered Plan No. 109, designated as Part 2 on Plan 33R-20838 in the Municipality of Middlesex Centre, County of Middlesex, being part of PIN 09662-0050 (LT) (hereinafter the “**Severed Lot**”);

The Retained Lot and the Severed Lot are hereinafter, collectively referred to as the “**Lots**”.

- C. The Municipality approved the Consent Application on July 15, 2020 (hereinafter the “**Decision**”), subject to a number of conditions to be fulfilled on or before July 15, 2021, (hereinafter the “**Lapse Date**”), including a condition that the Owner service the Severed Lot with water and sanitary connections prior to 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 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.
4. 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.
5. The Parties acknowledge and agree that should the Owner default under this Agreement, the Municipality has the right, but is under no obligation to enter the Lands to remedy the Owner's default at the Owner's expense. The Parties further acknowledge and agree that nothing in this Agreement shall be construed as imposing any obligation on the Municipality to construct, maintain, operate or manage any of the works required by this Agreement or to perform any of the Owner's obligations under this Agreement, in the event of the Owner's default.

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 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 Ontario Avenue to the southern 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 Ontario Avenue, 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.
- 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 (MECP) 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 MECP 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 Ontario Avenue towards the southern 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 works described in this sub-paragraph 8(d) and the Owner warrants to adhere to each of their respective provisions when installing the works.
 - ii. The sanitary sewer works constructed on or under Ontario Avenue, 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. confirmed to the Municipal Engineer that the new sanitary sewer works are in compliance with the current Municipal Infrastructure Design Standards; and
 3. 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, at the time of development of the Severed Lot, 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 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 be responsible for one hundred percent (100%) of the total cost of completion of the works referred to in this sub-paragraph 8(e), unless and until the Severed Lot is conveyed, at which time the purchaser shall be responsible for the cost of the completion of the works related to the Severed Lot purchased by virtue of the enurement provisions of this Agreement, 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 in a like manner as municipal taxes.
 - ii. 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.
 - iii. The drainage and stormwater management works constructed on or under the Severed Lot shall be regarded as private development 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 Severed Lot. For greater certainty, the Owner is responsible for the design, construction, installation, operation and maintenance of the stormwater management works on the Lands, unless and until the Lots are conveyed, at which time the purchaser shall be liable for the works related to the Lot purchased by virtue of the enurement provisions of this Agreement.

Lot Grading

- (f) To ensure that the final grading of the Severed Lot 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 Severed Lot, 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 Severed Lot in general conformity with *Schedule "B"* and to the satisfaction of the Municipality.

Road Entrances

- (g) To, at the time of development of the Severed Lot, construct a road entrance from Ontario Avenue to the Severed Lot 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. At the time of development of the Severed Lot, the Owner shall apply to the Municipality for a road entrance permit and comply with all requirements thereof prior to the construction of the above noted road 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 works installed or constructed on or under highways of Municipality shall be restored and graded to permit surface 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 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 8(h).

Utilities

- (i) 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 acknowledges and agrees that its obligations pursuant to this Agreement to construct, install and maintain the Works and Facilities includes the replacement or repair of any Works and Facilities that are damaged or altered in connection with the installations pursuant to this sub-paragraph 8(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.

Owner's Retained Engineer Certificate

- (k) All Works and Facilities installed in accordance with *Schedule "B"* 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 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 and Facilities. 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 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

9. 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

10. 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 in accordance with the following:
 - (a) Upon completion, of the Works and Facilities within the right of way, to the satisfaction of the Municipality, save and except those works described in sub-paragraph 8(e), the Municipality shall release 46% (\$7,000) of the Letter of Credit.
 - (b) The Municipality shall release the remaining 54% (\$8,000) of the Letter of Credit upon completion of the Works and Facilities described in sub-paragraph 8(e).

Time for Completion

11. The Owner covenants and agrees to complete the Works and Facilities required in this Agreement to the satisfaction of the Municipality on or before the Lapse Date. The works described in sub-paragraphs 8(f) and (g) shall be completed within a period of one (1) year from the date of issuance of a building permit or road entrance permit, as the case may be. The Owner shall provide proof of completion of the Works and Facilities and the works described in sub-paragraphs 8(f) and (g) in accordance with this Agreement and the terms or conditions of any permits issued by the Municipality for the works. Without limiting the foregoing, the proof required may include but is not limited to a survey, engineering certification, architectural (including landscape architectural) certification and/or any other type of certification.
12. In the event the Owner fails to complete the works required to be completed herein to the satisfaction of the Municipality within the time for completion set out in section 11, the Municipality and/or its authorized agents may enter in and upon the property of the Owner without providing notice to the Owner and perform and/or complete the works at the Owner's expense, failing which the provisions of the *Municipal Act* shall apply and in addition to any other remedy the Municipality may have, including the ability to draw on the Letter of Credit described in section 10 of this Agreement, the Municipality may recover the expense incurred by adding the expense to the tax roll of the Lands and collecting the expense in like manner as municipal taxes.

Maintenance of Works and Facilities

13. The Owner covenants to maintain the Works and Facilities and the works described in subparagraphs 8(f) and (g) to the satisfaction of the Municipality and at the sole risk and expense of the Owner. Such obligation does not apply to those Works and Facilities that have been formally assumed by the Municipality by written notice. 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 or the works described in subparagraphs 8(f) and (g), 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 Owner shall bear the cost of any and all necessary repairs or maintenance, failing which the provisions of the *Municipal Act* shall apply and the Municipality may recover the expense incurred 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

14. 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

15. 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.
16. 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

17. 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.
18. 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 both Lots, at the sole risk and expense of the Owner. The Owner shall provide the Municipality with proof of registration.

Priority of Agreement

19. 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

20. 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, is entirely and solely at the Owner's own risk and expense without liability or responsibility of the Municipality.
21. 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 this Agreement or the development of the Lands, including but not limited to the design, construction, installation or maintenance of the Works and Facilities or the works described in subparagraphs 8(f) and (g) of this Agreement.

Insurance

Owner's Insurance

22. 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. 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

23. 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

24. 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

25. 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

26. 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.
27. 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

28. 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 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 29, the terms of this Agreement shall remain in full force and effect

Amendment and Waiver

29. 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

30. 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.
31. The Owner shall include in any Agreement of Purchase and Sale for the whole of the Lands or for either of the Lots, 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 Lot purchased.

Severability

32. 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

- 33. 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

- 34. 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

- 35. 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.

DONNIE LESLIE OZSVATH

Address for Service:

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"

SLY 120 FEET LTS 7 & 8, & SLY 120 FEET OF E ½ LOT 9, BLK 8, PL 109; MUNICIPALITY OF MIDDLESEX CENTRE, BEING ALL OF PIN 09662-0050 (LT).

SCHEDULE "B"

No.	Drawing Name & No.	Prepared By:	Date:
1	Lot Severances, Lot Layout, Grading and Servicing Plan	Archibald, Gray & McKay Engineering LTD.	Sept 2020
2	Stormwater Management Plan		
3	Reference Plan 33R-20811	Callon Dietz Ontario Land Surveyors	September 8, 2020

PLAN OF
 PART OF
 LOTS 7, 8 AND 9
 BLOCK 8
 REGISTERED PLAN No. 109
 (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.
- PERFORATED STORM SEWER FOR THE EXFILTRATION TRENCH SHALL BE DUAL WALL HIGH DENSITY POLYETHYLENE PIPING WITH A MINIMUM PIPE STIFFNESS OF 320 kPa.

LEGEND

- EXISTING SANITARY SEWER AND MANHOLE
- PROPOSED SANITARY PDC WITH CLEAN OUT
- PROPOSED EXFILTRATION TRENCH
- PROPOSED CULVERT
- PROPOSED CORRUGATED STEEL PIPE CULVERT
- PROPOSED CATCHBASIN
- EXISTING WATERMAIN
- EXISTING FIRE HYDRANT AND VALVE
- 25mm WATER SERVICE & VALVE
- EXISTING OVERLAND FLOW ROUTE
- PROPOSED STRAW BALE FILTER DAM
- EXISTING TREE
- PROPOSED SWALE
- DIRECTION OF PROPOSED SURFACE DRAINAGE
- DIRECTION OF EXISTING 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
- PROPOSED SILT FENCE
- TO BE REMOVED

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:

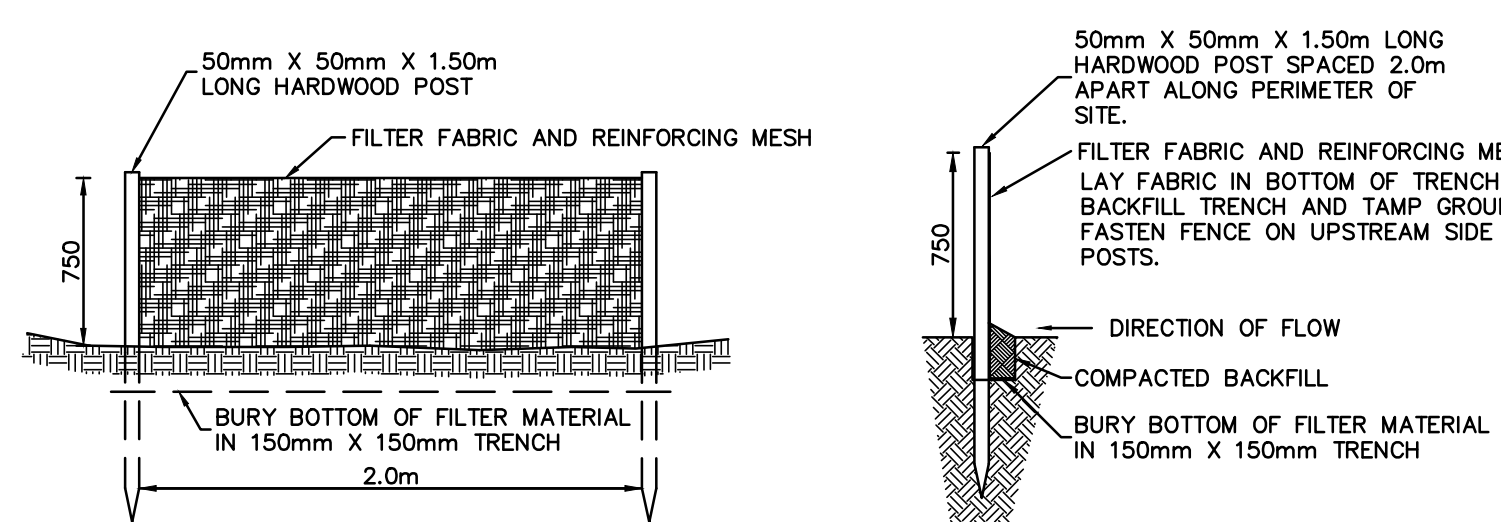
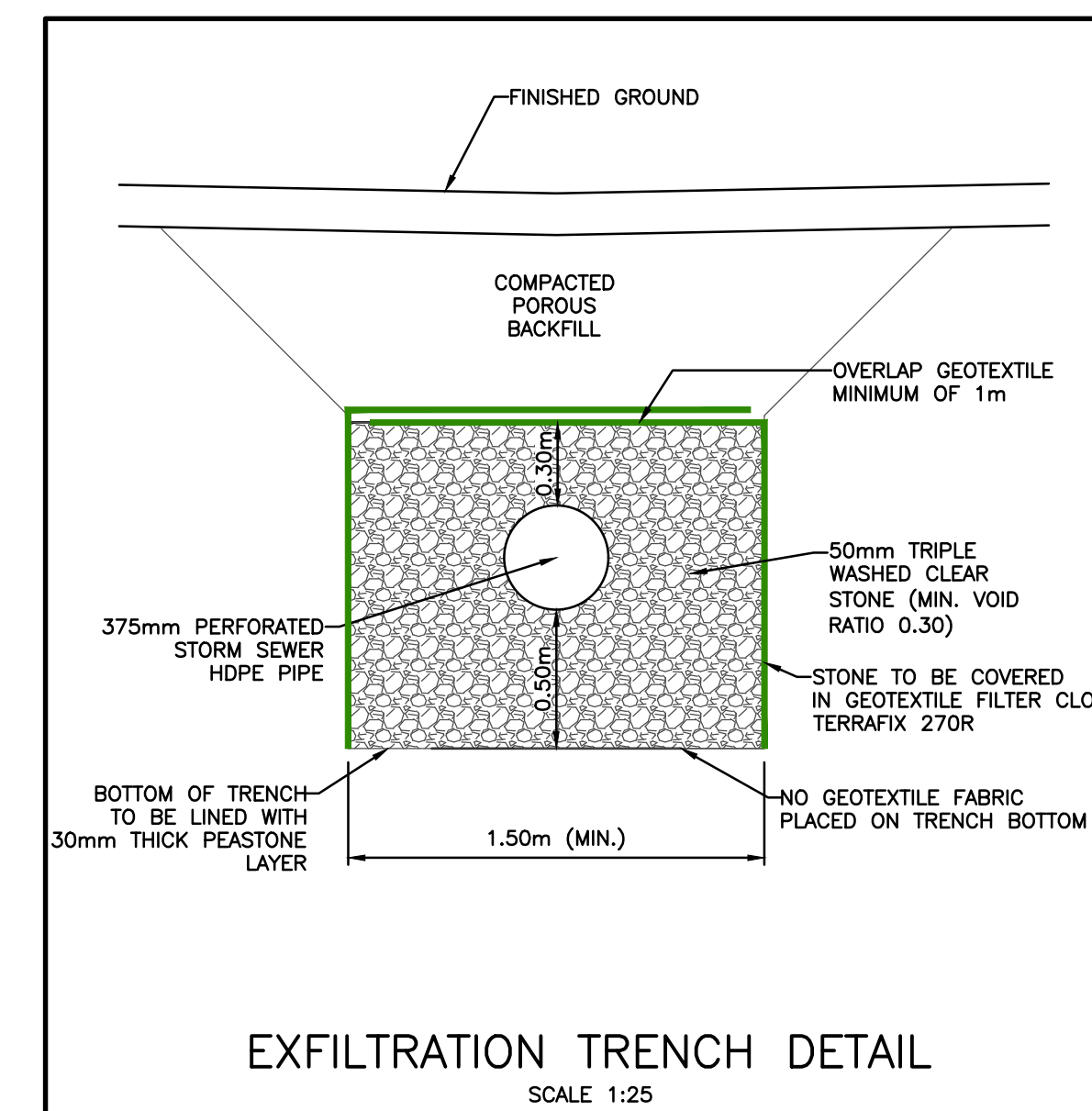
- T.B.M. 01 TOP OF SIB. ELEV. = 242.55m
- T.B.M. 02 TOP SPINDLE OF FIRE HYDRANT ELEV. = 244.08m

METRIC

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

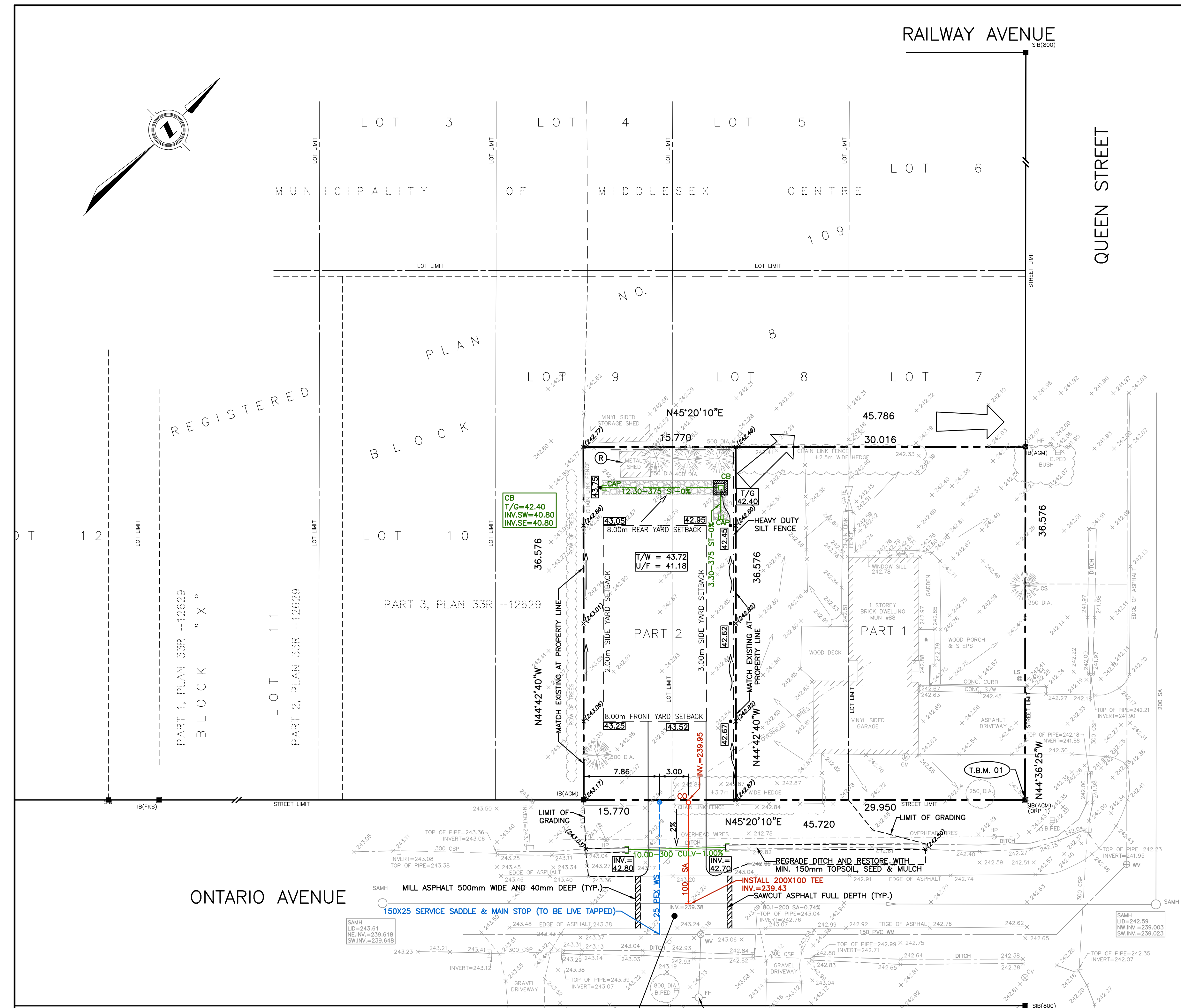
ENGINEER'S CERTIFICATE

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.



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

BACKFILL TRENCH WITH IMPORTED GRANULAR 'C' OR SUITABLE NATIVE MATERIAL, UP TO ROAD SUBGRADE. COMPACT TO 98% OF S.P.M.D.D. (MINIMUM).



AS CONSTRUCTED SERVICES	COMPLETION	No.	REVISIONS	DATE	BY	CONSULTANT OR DIVISION
DESIGN	AGM					
DRAWN	AGM					
CHECKED	DTW					
APPROVED	SPB					
DATE	SEPTEMBER 2020					

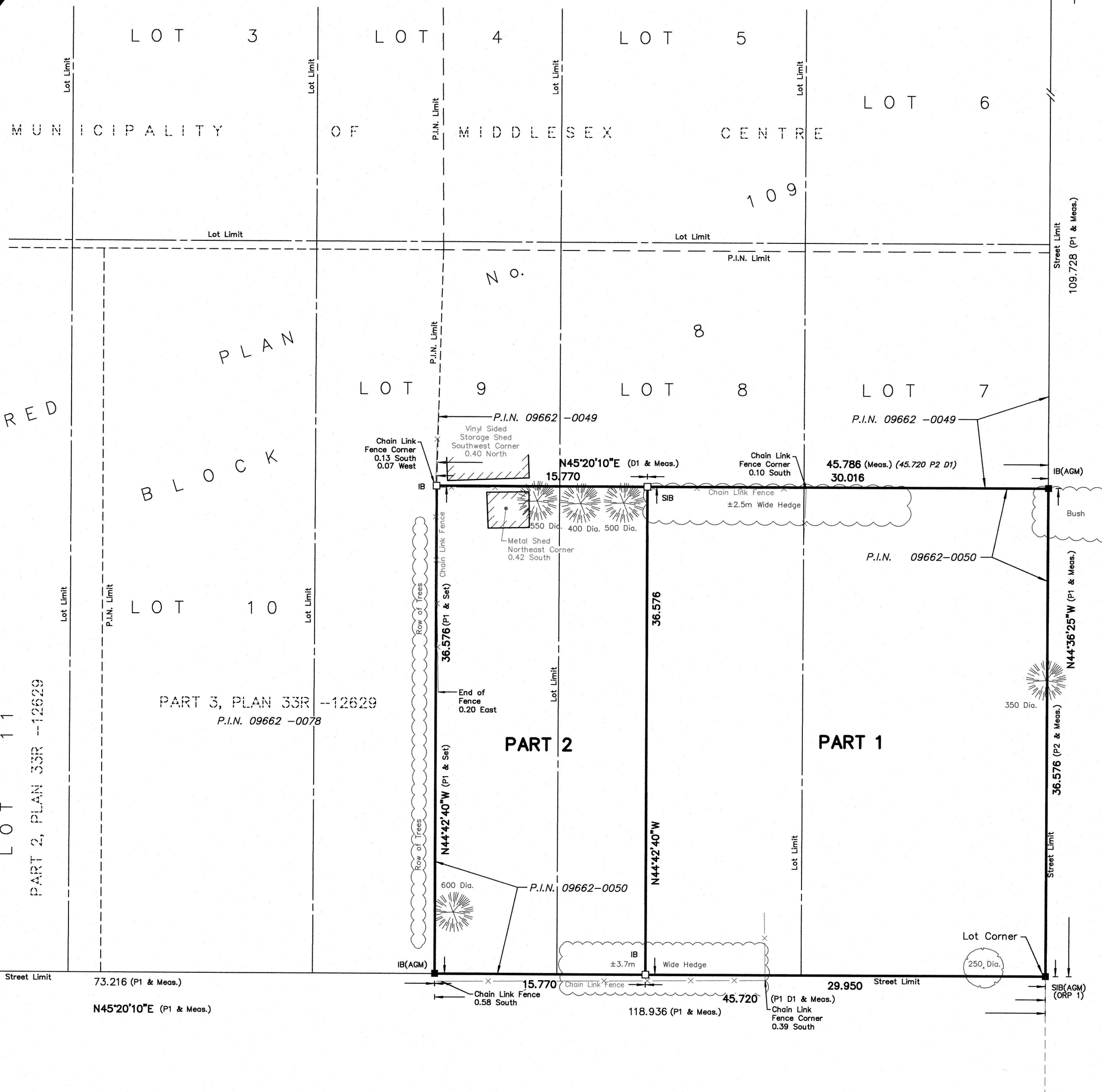
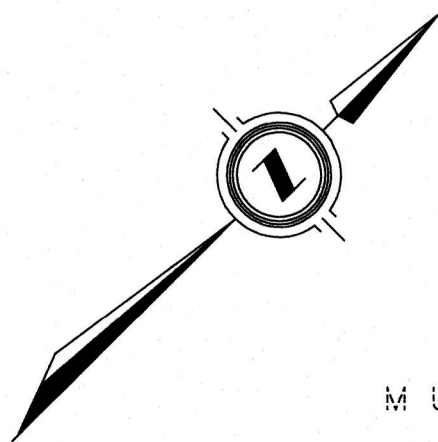
AGM ARCHIBALD, GRAY & MCKAY ENGINEERING LTD.
 5514 WHITE OAK ROAD, LONDON, ON, N6E 2Z9
 PHONE: 519-685-5300 FAX: 519-685-5303
 EMAIL: info@agm.on.ca WEB: www.agm.on.ca

PROFESSIONAL ENGINEER
 S. P. BARDON
 90553102
 Sept. 14/20
 PROVINCE OF ONTARIO

DONNIE OZSVATH

SCALE
 SCALE - 1 : 250

PROJECT No. 1000-185
 SHEET No. 01
 PLAN FILE No.
88 QUEEN STREET SEVERANCE
SERVICING & GRADING PLAN



RAILWAY AVENUE
SIB(800) (ORP 2)

MUNICIPALITY OF MIDDLESEX CENTRE

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.
PLAN 33R-20838
 RECEIVED AND DEPOSITED
 DATE: 07/06/2020 DATE: OCT 07 2020
R.W.
 ROBERT WOOD
 ONTARIO LAND SURVEYOR
 REPRESENTATIVE FOR LAND REGISTRAR FOR THE LAND TITLES DIVISION OF MIDDLESEX. (No 33)

PART SCHEDULE			
PART	LOT	PLAN	P.I.N.
1	PART OF 7 AND 8 BLOCK 8	REGISTERED PLAN No. 109	PART OF 09662-0050
2	PART OF 8 AND 9 BLOCK 8		

PARTS 1 AND 2 COMPRISE ALL OF PIN 09662-0050

PLAN OF SURVEY
 OF PART OF
LOTS 7, 8 AND 9
BLOCK 8
REGISTERED PLAN No. 109
 (GEOGRAPHIC TOWNSHIP OF LOBO)
 IN THE
MUNICIPALITY OF MIDDLESEX CENTRE
 COUNTY OF MIDDLESEX

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

2020
 ARCHIBALD, GRAY & MCKAY LTD.
 ONTARIO LAND SURVEYORS

QUEEN STREET
 (Established by Registered Plan No. 109)
 (24.384 Wide)
 P.I.N. 09664-0068

SURVEYOR'S CERTIFICATE:

- I CERTIFY THAT:
- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT AND THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
 - THE SURVEY WAS COMPLETED ON THE 26th DAY OF SEPTEMBER, 2020.

0CT 6 / 2020
 DATE
R.W.
 ROBERT WOOD
 ONTARIO LAND SURVEYOR

NOTES & LEGEND

- DENOTES MONUMENT FOUND
- DENOTES MONUMENT PLANTED
- SIB DENOTES STANDARD IRON BAR
- IB DENOTES IRON BAR
- WIT DENOTES WITNESS
- AGM DENOTES ARCHIBALD, GRAY & MCKAY LTD., O.L.S.'s
- FKS DENOTES F.K.S. LAND SURVEYING
- 800 DENOTES L. G. BANGS, O.L.S.
- Dia. DENOTES DIAMETER IN mm
- P1 DENOTES PLAN 33R-12629
- P2 DENOTES PLAN OF SURVEY BY AGM DATED AUGUST 12, 1965 (File KO-10)
- D1 DENOTES INSTRUMENT No. 827923

UTM GRID NOTES

BEARINGS ARE UTM GRID, DERIVED FROM OBSERVED REFERENCE POINTS "1" AND "2", BY REAL TIME NETWORK (RTN) OBSERVATIONS, LEICA GPS SMARTNET NETWORK, UTM ZONE 17, NAD83 (CSRS) EPOCH(2010)

DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 0.9995826645

OBSERVED REFERENCE POINTS (ORPs) U.T.M. ZONE 17, NAD83 (CSRS) EPOCH(2010). COORDINATES TO URBAN ACCURACY PER SEC. 14 (2) OF O.REG. 216/10		
POINT ID	NORTHING	EASTING
ORP 1	4755520.451	464972.676
ORP 2	4755598.548	464895.658

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

FOR BEARING COMPARISONS, A ROTATION OF 00°24'10" CLOCKWISE WAS APPLIED TO BEARINGS ON PLAN 33R-12629.

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

AGM ARCHIBALD, GRAY & MCKAY LTD.
 3514 WHITE OAK ROAD, LONDON, ON, N6E 2Z9
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 PLAN • SURVEY • ENGINEER

DRAWN BY: RTW	DIGITAL FILE: K02002RP1MS.DWG	PLAN No:
CHECKED BY: DDC	COGO FILE:	4-Z-8376
Plot date: September 30, 2020	FILE No: KO-10-1	