

THIS AGREEMENT made this day of , 2021

B ETWEEN:

2366021 ONTARIO INC.

**(A company incorporated under the laws of
the Province of Ontario)**

(Hereinafter, called "2366021")

OF THE FIRST PART

AND:

TERESA BOUSFIELD

(Hereinafter, called "Bousfield")

OF THE SECOND PART

AND:

THE CORPORATION OF THE MUNICIPALITY OF LAMBTON SHORES

(Hereinafter called the "Municipality")

OF THE THIRD PART

WHEREAS 2336021 has obtained provisional consent from the Committee of Adjustment of the Municipality of Lambton Shores, pursuant to Section 53 of the *Planning Act, R.S.O. 1990*;

AND WHEREAS the said provisional consent would result in a lot addition to lands owned by Bousfield;

AND WHEREAS the conditions of approval of the said provisional consent include entering into a development agreement respecting an easement for a future street;

AND WHEREAS 2366021 has submitted plans to the Municipality for approval in accordance with said conditions of consent;

NOW THEREFORE the parties hereto agree as follows:

1. SCHEDULES

The following Schedules are hereby declared to form part of this Agreement and are attached hereto:

Schedules

Description

- | | |
|-----|--|
| "A" | - being a legal description of the land affected hereinafter referred to as the "Lands". |
| "B" | - being plans showing the easements, parcels, and lot boundary adjustments approved by the committee of adjustment, hereinafter referred to as the "Plan". |

2. **DEFINITIONS**

Within this agreement, the following definitions shall apply:

- (a) "Lands" means the parcels subject to this agreement and described in Schedule "A" to this Agreement.
- (b) "North Parcel" shall mean the lands formed by the merger of the parcel known as 244 Ontario St South and the northerly of the remnant parcels created by the Provisional Consent, identified on Schedule "B" as "Part 1" and "Part 2, 25R-2191".
- (c) "Middle Parcel" shall mean the parcel severed from the parcel known as 252 Ontario St South by the Provisional Consent, containing an existing dwelling and the Future Street Allowance, identified on Schedule "B" as "Part 2" and "Part 3".
- (d) "South Parcel" shall mean the southerly of the remnant parcels created by the Provisional Consent, identified on Schedule "B" as "Part 4" and "Part 5".
- (e) "Future Street Allowance" means the portion of the Middle Parcel identified on Schedule "B" as "Part 2" on which an easement is to be granted to the Municipality under the conditions of Provisional Consent for the construction of a public roadway and infrastructure.
- (f) "Future Street" means a public roadway and infrastructure constructed within the Future Street Allowance.
- (g) "Developer" means any person or party that constructs the Future Street within the Future Street Allowance pursuant to a future agreement with the Municipality for such construction.
- (h) "Provisional Consent" means consent application B-07/2021 approved by the committee of adjustment of the Municipality for the severance of the Middle Parcel and resulting in two remnant parcels, one remnant parcel being the South Parcel and one remnant parcel forming (together with 244 Ontario Street South) a part of the North Parcel.
- (i) "Adjacent Lands" means any property or properties located north of the Lands which may make use of the Future Street and Future Street Allowance or a further extension thereof for the development of such property.

- (j) “Added Costs” means any costs associated with the construction of the Future Street associated with items, design, materials, or construction methods incorporated into the Future Street specifically for the purpose of facilitating the servicing of Adjacent Lands. Examples include any oversizing of services or increased sewer depths.

3. FUTURE STREET

- (a) 2366021 agrees to convey an easement to the Municipality over the Future Street Allowance for the establishment of a Future Street.
- (b) 2366021 agrees to include three Parts within the Future Street Allowance on the Reference Plan, which will give the Municipality the ability to establish one foot reserves within the Future Street Allowance should it choose to do so after taking ownership of the Future Street Allowance. The three Parts shall be where the Future Street Allowance abuts Adjacent Lands, where it abuts the North Parcel, and where it abuts those portions of the South Parcel identified as “Part 4” on Schedule “B”
- (c) The establishment of a public road allowance and construction of a Future Street within the Future Street Allowance shall be entirely at the discretion of the Municipality. The Municipality is under no obligation to do such work, permit such work, or enter into any agreement for the completion of such work. The Municipality shall only do such work, permit such work, or enter into an agreement to permit such work where it is satisfied, at its sole discretion, that the scale or nature of the development permitted by such work justifies the Municipality assuming the ownership and maintenance of the Future Street. The Municipality may require that the Future Street be constructed in a fashion to permit the cost-effective extension of the Future Street and services to Adjacent Lands.
- (d) The Municipality will not permit the construction of a Future Street or further land division than permitted by the Provisional Consent unless the Lands are serviced with full municipal services including municipal sanitary sewer services.
- (e) The Municipality may permit a Developer to construct the Future Street, subject to the Developer entering into an agreement with the Municipality for the construction and guarantee of the Future Street to Municipal standards. Provided the owner of the Middle Parcel has conveyed title of the Future Street Allowance to the Municipality, the Municipality agrees to dedicate the Future Street Allowance as a public highway when the construction of the Future Street is substantially complete.
- (f) When the Municipality is prepared to construct or permit construction of the Future Street and upon the Municipality’s request, the Middle Parcel owner shall convey to the Municipality title for the Future Street Allowance. The Middle Parcel owner agrees that any failure on its part to convey title of the Future Road Allowance to

the Municipality shall not prevent the Municipality or Developer from proceeding to construct the Future Street per the terms of the applicable easement.

- (g) When the Municipality is prepared to construct or permit construction of the Future Street and upon the Municipality's request, the South Parcel owner shall release any easements it holds over the Future Road Allowance. The South Parcel owner agrees that any failure on its part to release the easement to the Municipality shall not prevent the Municipality or Developer from proceeding to construct the Future Street per the terms of the applicable easement.
- (h) The North, Middle and South Parcels agree to connect to any municipal sanitary sewer laterals installed to their property line(s), when the construction of the Future Street is complete.

4. FRONT-ENDED COSTS

- (a) The Developer shall be responsible to pay all costs of construction of the Future Street. In addition to physical construction costs, costs may include but shall not be limited to costs such as engineering costs, legal costs, survey costs, and other costs associated with obtaining permits, approvals and clearances that are required for the construction of the Future Street, including but not limited to agency approvals, Ministry approvals, planning approvals, natural heritage features, endangered species, archaeological approvals, and other studies.
- (b) Where persons, parties, or lands other than the Developer or the Developer's lands benefit from the construction of the Future Street by the Developer, provisions may be included in a future agreement between the Municipality and Developer for cost contribution or recovery of front-ended costs from such benefiting persons, parties, or lands, if appropriate and subject to such legislation as is applicable at the time the agreement is executed.

5. REGISTRATION

- (a) Bousfield consents to this Agreement being registered against the portion of the Lands she owns at the expense of 2366021, and 2366021 shall register this Agreement against the Lands to which it applies and the Municipality is entitled to enforce the provisions hereof against 2366021, and subject to the provisions of the Registry Act and the Land Titles Act, any and all subsequent owners of the land. Prior to finalization of the Provisional Consent, 2366021 must satisfy the Municipality that this agreement has been registered on title.

6. MISCELLANEOUS

- (a) Prior to finalization of the Provisional Consent, 2366021 shall pay the Municipality the sum of \$500.00 as a fee for preparation of this agreement.

- (b) Notwithstanding any of the provisions of this Agreement, the Developer shall be subject to all of the by-laws of the Municipality and shall construct all work in accordance with the requirements of the Municipality, the County of Lambton, the Ausable Bayfield Conservation Authority, and the Province of Ontario, including any requirement to obtain permits or other approvals.
- (c) This Agreement may be amended at any time with the consent, in writing, of the Municipality and the registered owner(s) of the "Lands" at the time of such amendment.
- (d) The provisions hereof shall ensure to the benefit of the parties hereto and their heirs, executors, administrators, successors and assigns.
- (e) Any notices required or permitted to be given pursuant to the terms of this agreement shall be given,

in the case of notice given to 2366021 or Bousfield:

Scott Pym & Teresa Bousfield
1072 William Street
London, ON, N5Y 2T3

and in the case of notice given to the Municipality:

The Municipality of Lambton Shores
R.R. #1,
9575 Port Franks Road
Thedford, ON, N0M 2N0

IN WITNESS WHEREOF the parties hereto have hereunto affixed their signatures and Corporate Seals attested to by the hands of their proper officers, duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

In the presence of:

2366021 ONTARIO INC.

Scott Pym - I have the power to bind the corporation

Teresa Bousfield - I have the power to bind the corporation

TERESA BOUSFIELD

Teresa Bousfield

**THE CORPORATION OF THE
MUNICIPALITY OF LAMBTON SHORES**

Authorized by By-law

Bill Weber, Mayor

(SEAL)

Stephanie Troyer-Boyd, Clerk

SCHEDULE "A"**LEGAL DESCRIPTION OF THE LANDS AFFECTED BY THIS AGREEMENT**

Part Lot 4, Concession Lake Road East (Bosanquet), Part 2 on Reference Plan 25R2191, Municipality of Lambton Shores, County of Lambton.

(Known Municipally as 244 Ontario Street South, Grand Bend)

- and –

Part Lot 4, Concession Lake Road East (Bosanquet), Parts 1 and 3 to 7 on Reference Plan 25R2191, Municipality of Lambton Shores, County of Lambton.

(Known Municipally as 252 Ontario Street South, Grand Bend)

