

SITE SERVICING AGREEMENT

THIS AGREEMENT made as of this 1st day of October 2019

B E T W E E N:

Daniel Charles Sinclair

(hereinafter called the "Owner")

OF THE FIRST PART

- and -

The Corporation of the Town of Minto

(hereinafter called the "Town")

OF THE SECOND PART

WHEREAS the Owner owns the lands in the Town of Minto, in the County of Wellington, described in Schedule "A" hereto (the "Lands") which are lands located at Lot 15 N/S Victoria St Grain's Survey Palmerston and Lots 8 & 9 E/S of Henry Street Morison's Survey Palmerston, within the former Town of Palmerston, Town of Minto;

AND WHEREAS the Owner has a conditional approval from the County of Wellington to sever the subject lands under files B31/19, B32/19 and B33/19 to create a total of five lots fronting on the Henry Street road allowance which does not currently have frontage on an open public street nor access to a water or stormwater mains and requires a servicing agreement to provide for access and these services to the lots by constructing the road, the water and stormwater mains and laterals and the wastewater laterals within the Henry Street road allowance to service the severed and retained lots;

AND WHEREAS the Parties hereto have entered into this Site Servicing Agreement for the purpose of defining the terms and conditions upon which the extension of the road, the water, wastewater and stormwater mains and laterals to service the severed, retained and existing developed lots on the Henry Street shall be installed to the satisfaction of the Town of Minto;

AND WHEREAS the Owner acknowledges final written approval from the Town is required to confirm that certain servicing conditions are met respecting files B31/19, B32/19 and B33/19;

NOW THEREFORE, this Agreement witnesseth that in consideration of the covenants herein contained, and other good and valuable consideration, the Parties hereto covenant and agree as follows:

1. OWNERSHIP AND APPROVALS

- a) The Owner is the registered owner of Lot 15 N/S Victoria St Grain's Survey Palmerston and Lots 8 & 9 E/S of Henry Street Morison's Survey Palmerston, former Town of Palmerston, Town of Minto, County of Wellington (hereinafter called "the Lands").
- b) The Owner applied to the County of Wellington Planning and Land Division Committee (Files B31/19, B32/19 and B33/19) for consent to sever the lands pursuant to Section 53 of the Planning Act to create a severed lot and wishes to fulfil certain conditions of that approval respecting servicing.
- c) The Owner acknowledges that signing this Agreement does not imply or provide approval for any future Planning Act applications, and that the Owner shall be responsible for

obtaining all such Planning Act approvals and meet all applicable conditions to such approval at its sole cost and expense.

d) The Town has tendered the road, main and lateral construction required to access and service the severed, retained and existing lots to the amount of \$485,000.00. The Owner agrees to provide the Town the amount in cash to cover the Owner's share of the cost of the installation of the said works which are summarized as follows:

a. Owner	\$325,000.00
b. Town	\$160,000.00
TOTAL	\$485,000.00

e) The Parties hereto acknowledge that the tendered amount excludes the installation of electrical services required for the road and severed and retained lots. Further, the Parties hereto acknowledge that the tendered amount excludes the installation of all other private services (natural gas, telecommunications, etc.). The installation of the electrical service required for Henry Street and the severed and retained lots, the Town and the Owner agree to the following terms:

- a. The Town will pay for the two (2) street lights required for Henry Street; and,
- b. The Owner will pay for the balance of the electrical installation.

f) The Owner agrees to pay to the Town, in full, the amount listed in clause d) based on the information collected through the tender process, which is valued at a total of \$485,000.00, which the Owner's proportion of \$325,000.00 is to be paid, in full, by the following schedule:

- a. \$200,000.00 due upon the execution of this agreement; and,
- b. \$125,000.00 installment paid by June 30th, 2020.

g) The Town agrees to cover the balance of the cost of the amount listed in clause d) of \$160,000.00, which includes any cost overruns for this project.

h) The Parties hereto acknowledge that certain fees are offset due to works constructed within this agreement.

i) The Owner acknowledges that under the terms of this Agreement, that they will receive Site Plan Approval and enter into a Site Plan Agreement for the private road development portion of the Owner's lands and will provide the Town with all securities contain within the Site Plan Agreement by June 30th, 2020.

j) The Owner acknowledges that a \$20,000.00 deposit, in cash or a letter of credit, will be required to be submitted upon the execution of the Site Plan Agreement, and is to be refunded under the terms of the Site Plan Agreement.

k) The Owner agrees that if the \$125,000.00 installment and the \$20,000.00 Site Plan Approval deposit is not paid or secured in full on or prior to June 30th, 2020, the Town may place a lien on the Owner's property and the outstanding amount shall have priority lien status as described in section 1 of the Municipal Act, 2001.

2. PROFESSIONAL ENGINEER

a) The Town covenants and agrees to retain a consulting Engineer (Triton Engineering) skilled and experienced in municipal work, to supervise, inspect and certify installation of the required works to be provided and remedy any defects, if required by the Public Works Department of the Town of Minto.

3. CONNECTION TO MUNICIPAL SERVICES

a) The Owner expressly covenants and agrees not to activate any of the connections to municipal services until such times as approvals have been received by the Town.

4. NOTICE

- a) Where this Agreement requires notice to be given by one party to the other, such notice shall be in writing and delivered either personally, by email or by facsimile transmission by one party to the other party at their addresses and facsimile numbers noted below. Such notice shall be deemed to have been given, if by personal delivery, on the date of delivery, and if by facsimile transmission or email, on date of delivery of electronic confirmation of receipt obtained:

The Town of Minto
Attention: Terry Kuipers, C.B.O
5941 Highway 89,
Harriston ON, NOG 1Z0

Phone: (519) 338-2511 Ext 228
Fax: (519) 338-2005
Email: terry@town.minto.on.ca

To the Owner:
Daniel C. Sinclair
9161 Wellington Road 5
Harriston, ON NOG 1Z0

Phone: (519) 505-6557
Email: info@sinclairconstruction.ca

5. OTHER PROVISIONS

- a) The Owner agrees to indemnify and save harmless the Town, its agents or servants against all actions, causes of action of any kind including causes of action of negligence, suits, claims and demands whatsoever in tort, contract or otherwise which may arise either directly or indirectly by reason of the Owner executing this Site Servicing Agreement, unless any such claim or action are the result of the negligence of the Town, its agents, servants or employees.
- b) If any of the provisions of this Agreement are found by a court of competent jurisdiction to be unenforceable it shall not affect the enforceability of each and every other clause contained herein.
- c) This Agreement shall be binding on the Parties hereto and the Owner consents to its registration by the Town such that it shall ensure to the benefit of their successors and assigns. This agreement shall be binding upon future owners.

6. SCHEDULES

- a) The following schedules attached hereto form an integral part of this Agreement:
1. Schedule "A" – Legal Description of the Lands.
 2. Schedule "B" – Henry Street, Palmerston Concept Plan, prepared by Astrid J. Clos Planning Consultants, dated July 17, 2019.
 3. Schedule "C" – Construction of Henry Street, prepared by Triton Engineering, dated Aug 2019

7. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when

executed and delivered is an original but all of which taken together constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a party may send a copy of its original signature on the execution page hereof to the other Party by facsimile or electronic transmission and such transmissions shall constitute delivery of an executed copy of this Agreement to the receiving party.

IN WITNESS WHEREOF the parties have executed this Agreement.

THE CORPORATION OF THE TOWN OF MINTO

Per: _____
Mayor George A. Bridge

Per: _____
Acting Clerk Gordon Duff

We have authority to bind the Corporation.

DANIEL CHARLES. SINCLAIR

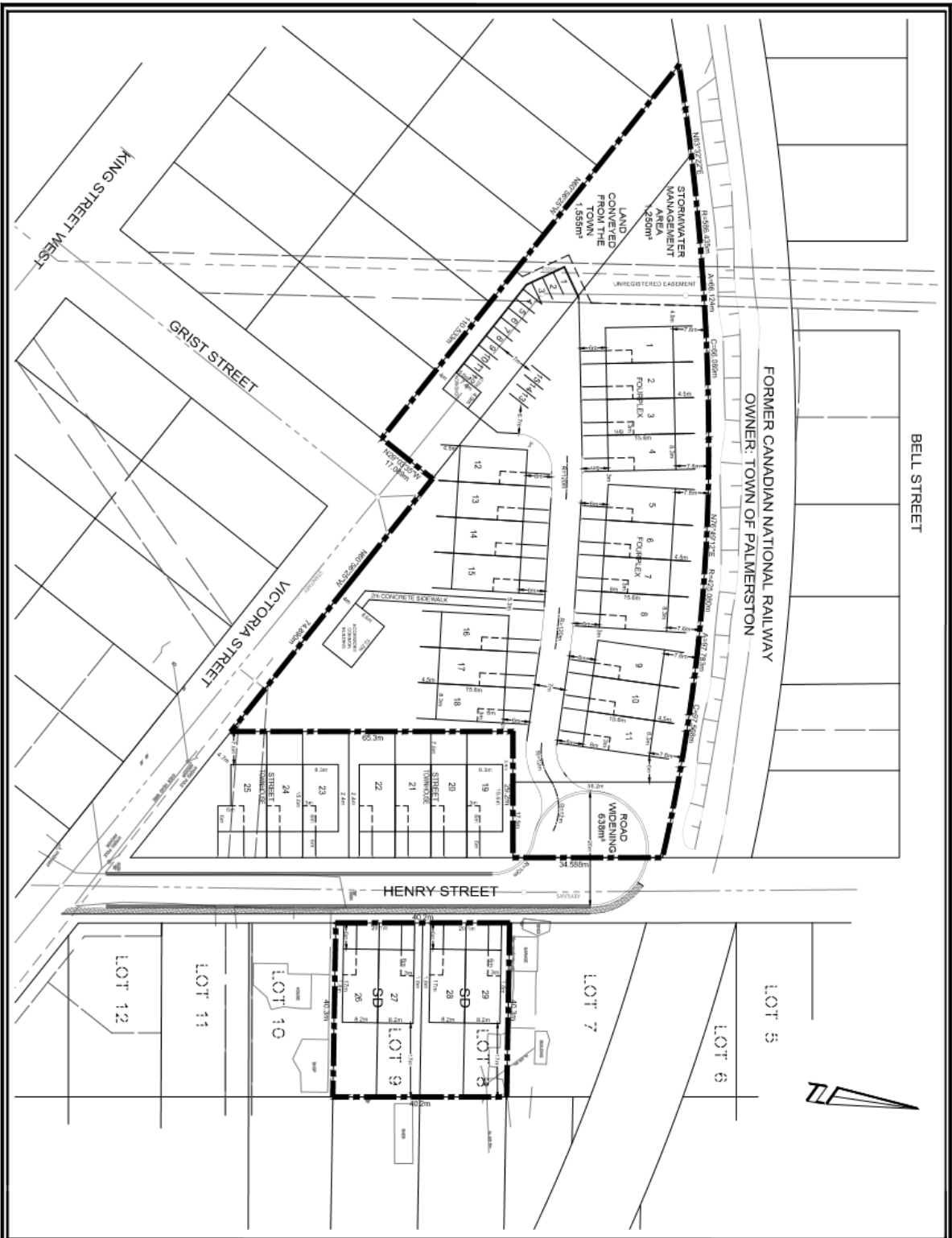
Per: _____
Daniel Charles Sinclair

I have authority to bind the Corporation.

SCHEDULE "A"
Description of Subject Lands

Lot 15 N/S Victoria St Grain's Survey Palmerston and Lots 8 & 9 E/S of Henry Street Morison's Survey Palmerston within the Former Town of Palmerston, Town of Minto, County of Wellington.

SCHEDULE "B"
Henry Street, Palmerston Concept Plan



<p>ASTRID J. CLOS PLANNING CONSULTANTS</p> <p>423 Rowland Street, Suite 201 Guelph, Ontario N1H 3E3 Email: astrid@ajcplanning.ca Phone: (519) 836-7526 (cell plan)</p>	<p>HENRY STREET, PALMERSTON CONCEPT PLAN</p> <p>DATE: JULY 17, 2010 PROJECT No.: 1910 SCALE: 1:500 DRAWN BY: A.J.C.</p>	<p>KEY MAP</p> <p>LEGAL DESCRIPTION ALL OF LOTS 15 AND 16, NORTH SIDE OF VICTORIA STREET, GAVIN'S SUBSECT PALMERSTON AND ALL OF LOTS 18 A, B AND 19, SOUTH SIDE OF HENRY STREET, WARDEN'S SUBSECT PALMERSTON TOWN OF PALMERSTON, COUNTY OF WELLINGTON</p>
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SCHEDULE "C"

Construction of Henry Street

