

SITE-SERVICING AGREEMENT

THIS AGREEMENT made as of this 14th day of June, 2018

B E T W E E N:

Frederick Donkersgoed and Cheryl Donkersgoed
(hereinafter called the "Owners")
OF THE FIRST PART

- and -

The Town of Minto (hereinafter called the "Town")
OF THE SECOND PART

WHEREAS the Owners own the lands in the Town of Minto, in the County of Wellington, described in Schedule "A" hereto (the "Lands") which are lands located at the corner of Lowe and Temple Streets in Palmerston;

AND WHEREAS the Owners has conditional approval from the County of Wellington to sever the subject lands under file B51/17 to create one lot fronting on Temple Street that does not currently have access to water services and requires a servicing agreement to provide for servicing the lot by extending a waterline about 40 metres westerly from Lowe Street to service the severed lot;

AND WHEREAS the Parties hereto have entered into this Site-Servicing Agreement for the purpose of defining the terms and conditions upon which the waterline for the vacant severed lot on Temple Street shall be installed to the satisfaction of the Town of Minto;

AND WHEREAS the Owners acknowledges final written approval from the Town is required to confirm that certain servicing conditions of severance are met respecting file B51/17 and that the Owners:

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 Owners is the registered Owners of Part of Lots 46 and 49 West Side of Lowe Street, Grain's Survey, Part 1 Plan 60R-2508 Former Town of Palmerston, Town of Minto, County of Wellington (hereinafter called "the lands").
- b) The Owners applied to the County of Wellington Planning and Land Division Committee (File B51/17) for consent to sever the lands pursuant to Section 53 of the Planning Act to create a building lot and wish to fulfil certain conditions of that approval respecting servicing.
- c) The Owners acknowledges that signing this agreement does not imply or provide approval for any future Planning Act application, and that the Owners 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 Owners has received a preliminary estimate of \$10,000 prepared by Triton Engineering to install a waterline from the watermain on Lowe Street approximately 40 metres westerly to provide a connection at the lot line for the proposed severed lot, and rather than provide the full amount with the Town to construct the watermain at this time, the Owners wish to provide a deposit and sign a servicing agreement so that they, or a future Owner, pay the full cost to construct the waterline when it is required to build on the lot created by File B51/18.
- e) Upon execution of this agreement the Owners shall provide a \$2,000 deposit to the Town which shall be held until the waterline is to be constructed from the watermain on Lowe Street to a shut off at the lot line so to provide a service to the proposed lot created by File B51/18. The \$2,000 shall continue to be held by the Town through any sale of the lands by the current Owners, and this agreement shall be binding upon future owners
- f) When the current Owners, or a subsequent owner, choose to proceed with the development of the lands a written notice shall be forwarded to the Town outlining the Owners wish to proceed. The Town shall arrange for the waterline to be installed and the current or future Owner shall pay the full amount of the installation upon completion of the work less the \$2,000 deposit held by the Town pursuant to this agreement.
- g) The Town shall complete the requested work with no less than six months of receiving the written request under section f) of this agreement and the current or future owner as the case may be shall provide as much notice as possible to the Town in advance of requiring the waterline.
- h) The Town shall maintain sufficient cash security to ensure completion of the works in accordance with the terms of this Agreement, and shall refund any remaining cash security, including contingency upon acceptance of the required works by the Town Public Works Department and Wellington County.

2. CHANGE IN COST ESTIMATES

- a) The Owners acknowledge and agree that any changes or revisions to the engineering design drawings and plans to construct the required works shall be made at the Owners' at its sole cost and expense to the satisfaction of the Town.

3. PROFESSIONAL ENGINEER

- a) The Town covenants and agrees to retain a consulting Triton Engineering skilled and experienced in municipal work, to design, supervise, layout, inspect and certify installation of the required works to be provided and remedy any defects, and to be responsible to the Town for the design, supervision, layout, inspection, maintenance and remedies until the time of completion of such works.

4. DEPOSITS FOR REVIEWING PLANS AND SPECIFICATIONS

- a) The Owners agree to pay the Town and/or its agent any additional costs in accordance with Town policy established from time to time for legal, planning, administrative, public works and engineering costs for reviewing Planning Act applications that may come forward on the subject lands. This payment may be taken by the Town in the form of a deposit in an amount determined by Town policy and shall be above and beyond any accounts that may be owing under this agreement.
- b) Every provision of this Agreement by which the Owners are obligated in any way is

deemed to include the words "at the expense of the Owners and to the Town's satisfaction", unless specifically stated otherwise.

5. CONNECTION TO MUNICIPAL SERVICES

- a) The Owners expressly covenant and agree not to activate any of the connections to municipal sewer or municipal water until such times as appropriate permits and approvals have been received by the Town.

6. FRONTAGE FEES

The Owners agree to pay frontage fees for stormwater and sewer mains in the amount set by current Town policy, if applicable, prior to the Town waiving the financial condition of approval for the relevant severance applications.

7. NO WORK ON LANDS NOT OWNED BY OWNERS WITHOUT WRITTEN CONSENT

- a) The Owners acknowledge and agree that no work shall be carried out on the subject lands without approval from the Town.
- b) Where an easement shall be established on the subject lands or any abutting or nearby lands privately owned for any reasons the Owners agree to provide any necessary full and final release allowing for the said easement on the subject lands and shall be responsible for obtaining such a final release from an abutting or nearby Owners as may be required.

8. OTHER APPROVALS

- a) The Owners agree that it shall forthwith obtain any and all other governmental approvals necessary for the development of their lands and that it shall submit to the Town all the normal and usual plans and documents that may be required to execute the required works under this Servicing Agreement.
- b) The Owners shall not remove any trees required for the installation of municipal servicing works comprising underground services, until final written approval of the Town has been received and construction of the works is proceeding.

9. 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 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 e-mail, on date of delivery of electronic confirmation of receipt obtained:

The Town of Minto
5941 Highway 89,
Harriston ON, NOG 1Z0
Attention: Bill White CAO/Clerk
Phone: (519) 338-2511 Ext 222
Fax: (519) 338-2005

To the Owners:
Frederick and Cheryl Donkersgoed
P.O. Box 794
Palmerston ON NOG 2P0

10. OTHER PROVISIONS

- (a) The Owners agree 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 Owners executing this pre-servicing agreement.

- (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 Owners consent to its registration by the Town such that it shall ensure to the benefit of their successors and assigns.
- (d) The Owners shall provide to the Town of Minto at her sole cost and expense free of any encumbrances and lands, easement or rights of way over the subject lands for the purpose of the Town assuming maintenance of the storm water management pond, storm sewer lines, and outlets necessary to implement the plan as described herein.

11. SCHEDULES

- a) The following schedules attached hereto form an integral part of this Agreement:
 - 1. Schedule "A" – Legal Description of the Lands.

IN WITNESS WHEREOF the parties have executed this Agreement.

THE CORPORATION OF THE TOWN OF MINTO

Per: _____
Mayor George Bridge

Per: _____
C.A.O. Clerk Bill White

We have authority to bind the Corporation.

OWNERS:

Witness

Per: _____
Frederick Donkersgoed

Witness

Per: _____
Cheryl Donkersgoed

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SCHEDULE A
Description of Subject Lands

Part of Lots 46 and 49 West Side of Lowe Street, Grain's Survey, Part 1 Plan 60R-2508
Former Town of Palmerston, Town of Minto, County of Wellington as shown on the survey
below:

