

Schedule "A" to By-Law 20-2018

THIS AGREEMENT made the 9 day of February, 2017.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF SOUTH HURON

(hereinafter referred to as the "Municipality")

Of the first part

-And-

Lindsay Kuiack and Andrew Kuiack

(hereinafter referred to as "Kuiacks")

Of the second part

WHEREAS Kuiacks are the owners of the lands and premises more particularly described as Part Lot 10, Concession 6, Stephen Ward, Municipality of South Huron being PIN 41257-0142 (the Kuiack lands);

AND WHEREAS Kuiacks have made a Consent Application having Application Number File B58-2017 for the severance of the Kuiack Lands (the "Consent");

AND WHEREAS, once granted, the Consent will create two parcels of land; one retaining the existing dwelling with an area of 0.227ha and the second being a buildable parcel with an area of 0.230ha.

AND WHEREAS, as a condition of granting the Consent, the Municipality has required Kuiacks to enter into this Agreement;

AND WHEREAS the Municipality has general obligations with respect to lot development and has required Kuiacks to enter into this Agreement to ensure that the parcels created by way of the Consent are adequately graded, serviced, and otherwise improved upon time of development to the satisfaction of the Municipality;

NOW THEREFORE witnesseth that in consideration of the terms, covenants and provisions of this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The parties hereto covenant and agree that prior to or upon application for development upon the Kuiack Lands, Kuiacks will address any and all issues arising from the development upon the Kuiack Lands such as but not limited to lot grading and drainage, stormwater management, provision of municipal services, provision of utilities, privacy fencing or planting as required, sidewalks, placement of driveways, parking space(s), access and any other reasonable requirements to the satisfaction of the Municipality.

2. Without limiting the generality of Section 1, a full lot grading and drainage plan in a form satisfactory to the Municipality shall be delivered by Kuiacks to the Municipality prior to the development of the Kuiack Lands. The said lot grading and drainage plan shall be stamped, signed and provided by a licensed engineer or an Ontario Land Surveyor.
3. Without limiting the generality of Section 1, prior to the development of the Kuiack Lands, Kuiacks hereby acknowledge that the Municipality may require Kuiacks to deliver such plans, surveys, site plans and other materials that may be required by the Municipality to address the requirements set out in this Agreement. All documentation provided to the Municipality by Kuiacks pertaining to the development of the Kuiack Lands shall be to the satisfaction of the Municipality.
4. In accordance with the decision on the Consent, Kuiacks hereby agree that existing water and sewer services shall be cut and capped to the satisfaction and in a location acceptable to and determined by the Municipality. Further, new connections for sewer and water service shall be provided to the satisfaction of and in a location acceptable to and determined by the Municipality.
5. Kuiacks hereby agree and undertake to complete all work that is identified in the lot grading plan, the drainage plan, site plan or other plans that are delivered by Kuiacks to the Municipality to address the requirements set out in this Agreement.
6. The Municipality, or any of its officers, servants or agents may, from time to time, and at all reasonable times, enter upon the Kuiack Lands for the purpose of inspecting the works and matters to be provided and maintained under this Agreement.
7. In addition to any remedy authorized or permitted by this Agreement or by law, the Municipality, on fifteen (15) days' notice, or forthwith in cases of emergency, may, in default of any matter or thing required to be done by Kuiacks under this Agreement, do such matter or thing at the expense of Kuiacks and if the Municipality has incurred any expense, the Municipality may recover the expense by action, or by adding the expenses to the tax roll and recovering the same in like manner as municipal taxes.
8. For clarity, Kuiacks and the Municipality hereby agree that any reference to the "Kuiack Lands" in this Agreement shall apply to both vacant, buildable parcels of the Kuiack Lands that are created by the Consent.
9. Kuiacks hereby agree to save harmless and keep indemnified the Municipality, and its successors and assigns, from and against all claims, demands, actions, suits, proceedings, losses, liabilities, costs, including reasonable legal costs, charges, damages and expenses which the Municipality or its successors and assigns, may at any time or times hereafter bear, sustain,

suffer, be put to or incurred directly or indirectly arising from the failure of Kuiacks to comply with the terms, covenants and provisions of this Agreement.

10. The parties hereto covenant and agree that the provisions of this Agreement are intended to run with the Kuiack Lands, will be hereby transferable upon the sale of either part of the Kuiack Lands as delineated by the Consent, and except as my otherwise be specifically provided, shall bind and enure to the benefit of the parties and their respective successors and assigns.
11. The parties hereby agree that this Agreement shall be registered on title to the Kuiack Lands. The parties shall take such further actions and execute such further documents that may be required to effect such registration.
12. No waiver of any breach of any term or provision to this Agreement shall be effective or binding unless made in writing and signed by the property owner purporting to give the same and, unless otherwise provided in writing, shall be limited to the specific breach waived.
13. This Agreement, including any schedules hereto, constitutes the entire agreement hereto. There are no, and shall not be any verbal statements, representations, warranties, undertakings or agreements between the parties and this Agreement may not be amended or modified in any respect except by written instrument signed by the parties hereto.
14. Kuiacks hereby agrees to reimburse the Municipality for all legal fees and disbursements incurred by the Municipality for negotiation and registration of this Agreement.
15. The parties acknowledge and agree that this Agreement may be executed in counterparts and by means of facsimile transmission and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF this indenture is executed as of the day and year first written above.

THE CORPORATION OF THE MUNICIPALITY OF SOUTH HURON

Per: _____
Mayor, Maureen Cole

Per: _____
Clerk, Genevieve Scharback

Signed, sealed and delivered)

In the presence of)

_____)

_____)

_____)

Lindsay Kuiack

Andrew Kuiack