

THIS AGREEMENT made this XX<sup>th</sup> day of May, 2013

BETWEEN:

**THE CORPORATION OF THE CITY OF LONDON**  
(hereinafter called the "City")

OF THE FIRST PART

AND

**SIFTON PROPERTIES INC.**  
(hereinafter called "the Owner")

OF THE SECOND PART

WHEREAS the Owner represents that it is seized of those lands situate in the City of London, (formerly the Township of Westminster) in the County of Middlesex, more particularly described as all of Parts 4 and 5 of plan 33R-18572 and desires to obtain the approval of the City of London for the Draft plan of Subdivision (39T-09502) of the said lands.

AND WHEREAS the said Plan of Subdivision would be premature, would not be in the public interest, and would not be lands for which municipal services are or would be available unless assurances were given by the Owner that the matters, services, works and things referred to in this Agreement were done in the manner and in the order set out in this Agreement;

AND WHEREAS the Approval Authority has required as a condition precedent to his approval of the said Plan of Subdivision that the Owner enter into this Agreement with the City;

NOW THEREFORE THIS AGREEMENT WITNESSETH that for other valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, paid by the City to the Owner at or before the execution of these presents (the receipt whereof is hereby acknowledged) the parties hereto covenant and agree each with the other to comply with, keep, perform and be bound by each and every term, condition and covenant herein set out to the extent that the same are expressed to be respectively binding upon them, and the same shall enure to the benefits of and shall be binding upon their respective heirs, executors, administrators, successors and assigns.

## 1 DEFINITIONS

The words and phrases defined in this paragraph shall for all purposes of this Agreement and of any subsequent agreement supplemental hereto have the meanings herein specified unless the context expressly or by necessary implication otherwise requires.

- (a) "City Engineer" means that person who, from time to time, is employed by the City as its Engineer.
- (b) "Planning Act" means the Planning Act R.S.O. 1990, c. P.13, as amended;
- (c) "Property" means the land described in **Schedule "A"**, hereto;
- (d) "SWM Facility Works" means those acts necessary for the construction of Old Victoria Stormwater Management Facility No. 2; and
- (e) "CSRF" means the City Services Reserve Fund

## **2 LANDS FOR THE SWM FACILITY:**

Upon registration of this Agreement, the Owner shall dedicate Parts 4 and 5 of Plan 33R-18572 to the City, free and clear of all encumbrances, all at no cost to the City and all to the satisfaction of the City Engineer. This land dedication is eligible for reimbursement from the City Services Reserve Fund (CSRF) as described in Section 3(a) of this Agreement to be paid in accordance with Section 3(b).

## **3 CLAIMS AGAINST THE CITY SERVICES RESERVE FUND**

(a) The anticipated reimbursements from the Fund are:

- i) for table lands dedicated to the City for the construction of the SWM Facility Works, (being Parts 4 on Reference Plan 33R-18572) the cost of which is \$248,829.70 Dollars (CDN), (1.007ha at \$247,100/hectare (\$100,000/acre)), plus applicable taxes; and
- ii) for flood plain lands dedicated to the City for the construction of the SWM Facility Works, (being Parts 5 on Reference Plan 33R-18572) the cost of which is \$3,424.68 Dollars (CDN), (0.252ha at \$13,590/hectare (\$5,500/acre)), plus applicable taxes.

(b) Upon approval of an application for a claim to the CSRF, the City shall pay the approved claim in full to the Owner in accordance with the then in force Development Charges By-law and any policies established thereunder. No claim for SWM Facility lands will be approved until such time as the property has been transferred to the City.

## **5 RELEASE**

Subject to the terms hereof, the Owner releases the City of and from all claims, suits, demands, actions, causes of action, and damages accruing to the Owner resulting directly or indirectly from the use of the Owner's lands, to the date of this Agreement.

## **6 INCONTESTABILITY**

The Owner will not call into question directly or indirectly in any proceeding whatsoever in law or in equity or before any administrative or other tribunal the right of the City to enter into this Agreement and to enforce each and every term, covenant and condition thereof and this provision may be pleaded by the City in any such action or proceeding as a complete and conclusive estoppel of any denial of such right.

## **7 REGISTRATION DOCUMENTS**

The City agrees to register the transfer of Parts 4 and 5 of 33R-18572 forthwith on the delivery thereof to the City and authorize the claims to the CSRF as specified in Section 3 of this Agreement.

## **8 GENERAL PROVISIONS**

- (a) The parties hereby authorize, empower and instruct their solicitors to enter into an appropriate escrow arrangement to facilitate the completion of those parts of this Agreement to be completed upon registration of this Agreement and those to be completed thereafter. In default of agreement between the parties' solicitors as to the terms such appropriate escrow arrangement; the Documentation Registration published by the Law Society of Upper Canada on its website shall be employed.
- (b) The division of this Agreement into sections and headings (or paragraphs) herein are for convenience or reference only and are not be used in the interpretation of the provisions related to them.
- (c) The Owner and its successors shall not assign this Agreement in whole or in part without the written consent of the City, which consent shall not be unreasonably withheld.



**SCHEDULE "A"**

This is Schedule "A" to the Subdivision Agreement dated this XX<sup>th</sup> day of May, 2013, between The Corporation of the City of London and Sifton Properties Inc. to which it is attached and forms a part.

ALL AND SINGULAR that certain parcel or tract of land and premises, lying, being and situate on Parts 4 and 5 of Plan 33R-18572, in the geographic (Township of Westminster), now in the City of London, County of Middlesex.