

THIS DEVELOPMENT AGREEMENT made this        day of        , 2025

B E T W E E N:

**THE CORPORATION OF THE TOWNSHIP OF LUCAN BIDDULPH**

being a Municipal Corporation  
(hereinafter referred to as the "Municipality")

OF THE FIRST PART

- and -

**JOHN PATRICK VAN ROESTEL AND MELISSA ANN VAN ROESTEL**

of the Township of Lucan Biddulph, in the County of Middlesex  
(hereinafter collectively referred to as the "Owner")

OF THE SECOND PART

WHEREAS:

- (a) The Owner is the owner of the land described in Schedule "A" (hereinafter referred to as the "Land");
- (b) The Owner wishes to develop the Land and has submitted an application for *Planning Act* consent to create two (2) commercial lots (herein referred to as the "Commercial Lots") which the application has been assigned file no. B-1/2022 by the Municipality's Committee of Adjustment;
- (c) The Municipality's Committee of Adjustment on October 27, 2023 granted Application for Consent B-1/2022 subject to a number of conditions, one of which was generally as follows:

*"That the owner enter into a Development Agreement with the Municipality, and that the Agreement be registered against the title of the subject land, which addresses among other matters, entrance locations and construction, lot grading and drainage, building envelopes, fire hydrant location, connections to the Municipal water supply and sanitary sewer systems (if required by building code), and a security deposit for 100% of the cost of the works as well as any road reconstruction associated with the development, all to the satisfaction of the Municipality. The Development Agreement shall require the developer to provide a certification from the engineer of record confirming that all works within the road right-of-way, stormwater controls and lot grading have been completed in conformance with municipal standards and in general conformance with the approved design."*

- (d) The Municipality is prepared to approve the Lot Plan (herein referred to as

the "Plan") in the form attached to this Agreement as Schedule "D" upon the condition that the Owner enters into this Agreement;

- (e) When the Owner and the Municipality have entered into this Agreement, the Municipality may at that time issue a building permit subject to approval of building plans and that all other conditions of Consent B-1/2022 have been to the satisfaction of the Municipality.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained and in consideration of the approval by the Municipality of the Plan in accordance with the provisions of the *Planning Act*, the parties agree as follows:

### DEVELOPMENT

1. The Owner shall undertake and complete the development of the Land in accordance with the Plan; and the Land shall be used by the Owner and by any and all subsequent owners and occupiers of the Land in accordance with and in conformity with the Plan.

### SCHEDULES

2. Without limiting the terms, covenants and provisions of this Agreement, the Owner hereby covenants and agrees to complete all the Works, as defined below, that are referenced in the Schedules in a manner acceptable to the Municipality. The following Schedules are attached hereto and form an integral part of this Agreement:
  - (a) Schedule "A" being a description of the Land affected by this Agreement;
  - (b) Schedules "B" being a Solicitor's Certificate of Ownership;
  - (c) Schedule "C" being Security and Letter of Credit Calculation; and
  - (d) Schedule "D" being Bradley Street Plan and Profile.

(collectively referred to as the "Works").

### DEVELOPMENT CONTROL

3. The Owner agrees that the provision, maintenance and use of the following facilities and matters are required and regulated as follows:

#### Municipal Water and Sanitary Sewer Services

- 3.1 Prior to the issuance of any building permits to facilitate the development of the Land, the Owner agrees to install a municipal water service to the front lot line to the satisfaction of the Municipality of North Middlesex. The Owner shall install storm water control measures to take storm water to the satisfaction of the

Municipality. The Owner shall be responsible for all costs associated with the said services including the installation of said services on the Municipal right-of-way and the restoration of the right-of-way to the Municipality's standards. The Owner and the Municipality acknowledge that a private drain agreement will be entered in to secure a storm outlet to the Greenly- Hodgins municipal drain.

#### Grading and Drainage

- 3.2 The Owner agrees that adequate drainage shall be provided on the Land so as to ensure there will be no adverse impact from storm water run-off on to neighbouring properties. There will be a grading plan for each lot to follow. The Owner shall ensure that there is no interruption to any subsurface drainage flow because of construction on the site, which would have an adverse effect on neighboring properties. Should there be said adverse impact, the Owner shall carry out any necessary remedial work to correct the problem as recommended by its consulting engineer and to the satisfaction of the Municipality and at no cost to the Municipality or any neighboring property owners.

#### Installation of Utilities

- 3.3 The Owner shall arrange to have Hydro One, Bell Canada, Union Gas, the locally authorized TV cable operator and such other persons as the Municipality may designate, design and install, at no cost to the Municipality, all necessary electrical, telephone, fuel, communication and other utilities or service distribution systems, which systems are to be installed underground where possible and in such locations as the Municipality shall designate in accordance with standard servicing procedure. The Owner acknowledges and agrees to the responsibility of all costs associated therewith including the installation of the services within the Municipality's applicable road allowance and the restoration of the road allowance to the satisfaction of the Municipality.

#### Utilities Easements

- 3.4 The Owner shall provide and grant by Deed or Transfer, for nominal consideration, to Hydro One, Bell Canada, Union Gas, the locally authorized TV cable operator and to such other persons mentioned above, such easements as may be reasonably necessary for such utilities or distribution systems or as may be required by the Municipality for such purposes. The conveyance of easements shall be made, free and clear of all liens and encumbrances.

### Access

- 3.5 The Owner agrees that a driveway shall be constructed to the satisfaction of the Municipality's Public Works Manager. The Owner acknowledges that an Entrance Permit shall be required from the Municipality prior to any work within the Municipality's road allowance.

### The Township Road

- 3.6 The Owner agrees to reconstruct the gravel road to the Municipality's specifications. This will include a turn around circle located at the end of the road allowance constructed in accordance with the Municipality's specifications. The Owner acknowledges that a Working in Road Allowance Permit will be required from the Municipality for the work on the gravel road that is owned by the Municipality and any other part of the Works that are undertaken on a road owned by the Municipality.

### Maintenance

- 3.7 The Owner shall at all times maintain or cause to be maintained the Land in as neat and tidy a condition as is reasonably consistent with the development of the Land pursuant to the Building Permit, and as otherwise required by this Agreement and the Plan, including weed removal and grass cutting prior to and during the development, and after completion of the development. The Owner agrees to maintain, including cutting, the grass located within the boulevard adjacent to the front lot line.

### Security For Works, Letter of Credit

- 3.8
- (a) In order to guarantee compliance with all conditions contained herein, the Owner covenants and shall file with the Municipality, following execution of this Agreement and prior to undertaking any works on the Lands or related to the development of the Lands, the issuance of a Building Permit by the Municipality, an irrevocable standby letter of credit in the amount set out in Schedule "C". The letter of credit shall be in a form approved by the Municipality's Treasurer, and the Owner covenants and agrees that the said letter of credit shall be kept in full force and effect and that it will pay all premiums as the said letter of credit becomes due or until such time as the Municipality returns the letter of credit.
- (b) The Owner hereby acknowledges and agrees that should there be a deficiency in or failure to carry out or remedy any work or matter required

by or to comply with any clause of this Agreement, and the Owner fails to comply, within thirty (30) days of written notice, with a direction to carry out such work or matter, the Municipality may draw on the letter of credit to the extent necessary and enter onto the Lands and complete all outstanding Works or matters, and pay all costs and expenses incurred thereby from the proceeds so drawn.

- (c) The Owner hereby acknowledges and agrees that the Municipality reserves the right to draw on and use the proceeds from the letter of credit to complete any work or matter required to be done by the Owner pursuant to this Agreement. The Owner further acknowledges and agrees that in the event that the Municipality determines that any reduction in the letter of credit will create a shortfall with respect to securing the completion of the Works or matter remaining to be carried out by the Owner pursuant to this Agreement, the Municipality will not be obligated to reduce the letter of credit until such time as such work is satisfactorily completed or the Municipality has sufficient security to ensure that such work will be completed.
- (d) The said letter of credit shall be drawn on a Canadian Chartered Bank or other financial institution satisfactory to the Municipality's Treasurer, and shall contain an automatic renewal clause as follows:

*"It is a condition of this letter of credit that it shall be deemed to be automatically extended without amendment from year to year from the present or any future expiration date hereof, unless at least 30 days prior to the present or any future expiration date, we notify you in writing by registered mail that we elect not to consider this letter of credit to be renewable for any additional period."*

- (e) The said letter of credit shall be maintained until construction of all of the Works has been completed to the satisfaction of the Municipality in its sole discretion and has been certified by the Owner's Engineer, Landscape Architect and Architect, along with the deposit of as-recorded drawings with the Municipality.
- (f) The said letter of credit shall secure the obligations of the Owner to satisfactorily complete all Works required by this Agreement including without limitation or in the event of the discontinuance of the project, the restoration of the Lands to its pre-development condition, as well as the removal of all debris, waste, excavations, structures, construction materials, equipment or any other goods or materials not normally

present on a greenfield lands.

- (g) The letter of credit shall not be reduced or released until the one (1) year maintenance period has expired and the Municipality has received current certificates of completion from the Owner's Engineer, attesting to the absence of defects in materials and workmanship in the Works.

#### Timing for Completion of Site Development

- 3.9 The Owner agrees to comply with all requirements of the Plan and this Agreement, within three (3) years of the date of this Agreement as determined by the Municipality's Chief Building Official.

#### Building Permit Prerequisites

- 3.10 Prior to the issuance of a building permit, the Owner shall ensure that the lot as shown on the Plan is fully serviced including all utilities installed and that the requirements in Section 3.1 of this Agreement have been fulfilled.

#### Additional Approvals

- 3.11 The Owner shall obtain additional approvals from the Municipality, other government agencies or ministries as may be required prior to obtaining a Building Permit.

#### Development Control

- 3.12 The Owner acknowledges and agrees that any construction taking place on the Municipality's property requires a Working in Road Allowance Permit. The Owner is responsible for any contractors or sub-contractors to be listed on the Working In Road Allowance Permit. Security for the Working In Road Allowance Permit is part of the Works security, which shall be in addition to the letter of credit referenced in Section 3.8 and will be held until works are completed to the satisfaction of the Municipality. The Municipality may require a warranty period and hold the security for up to one (1) year following completion.

The Owner also acknowledges their responsibility to ensure that the following items be addressed during construction: the public road allowance will be kept clear of construction materials and equipment; sweeping will occur regularly to control and remove any material tracked onto public roadways; garbage and debris will be controlled and contained on-site; public safety must be maintained at all time and may necessitate the installation of barriers and signage; municipal by-laws will be adhered to at all times. In the event that any of these items are not followed and the Municipality is required to take steps to correct the situation, the Owner agrees that all costs incurred will be the sole responsibility of the Owner.

### Opinion of Owner's Engineer on the Works

- 3.13 The Owner shall cause its engineer to deliver to the Municipality an opinion that: (i) all the Works have been completed in accordance with this Agreement including the Schedules attached hereto; and (ii) all the Works within the municipal road (travelled and untravelled), stormwater controls and lot grading have been completed in conformance with the Municipality's specifications and this Agreement including the Schedules attached hereto.

### BUILDING PERMIT REMEDY

4. In addition to any other remedy which the Municipality may have against the Owner for breach of this Agreement, in the event of a default by the Owner under this Agreement, the Municipality may exercise any remedies permitted under the Building Code Act (Ontario), as amended, the Building Code or at law with respect to any issued building permit that is not in compliance. Further, the Municipality may refuse to issue further building permits in respect of the Land until the default has been rectified.

### REGISTRATION OF AGREEMENT

5. The Owner consents to the registration of this Agreement against the title to the Land in the appropriate Land Titles or Registry Office to the intent and purposes that this Agreement and all of the Owners covenants herein shall run with the Land.

### OWNER'S TITLE

6. The Owner represents and warrants to the Municipality that, at the time of the registration of this Agreement upon the title to the Land, the Owner is the absolute owner of the Land free and clear of all encumbrances such that this Agreement has first priority over the Land as against any owner, mortgagee, tenant, easement holder or other encumbrancer thereof; and the Owner shall cause to be delivered to the Municipality a Solicitor's opinion to this effect in the form attached hereto as Schedule "B" as of the registration of this Agreement upon the title to the Land. The said opinion shall be addressed to the Municipality by a Solicitor authorized to practise in Ontario and shall be in consideration of a fee of \$1.00 payable to the Solicitor rendering the same. In the event that there is a prior registered mortgage or other encumbrance against the Land, the Owner shall cause the mortgagee or other encumbrancer to execute a postponement of the said mortgage or encumbrance in a form acceptable to the Municipality.

### OWNER'S COVENANTS

7. The Owner acknowledges and agrees as follows:
- a) The development and the construction of the Works shall be completed and shall be subject to compliance with all By-Laws of the Municipality;
  - b) The Owner shall, if applicable, arrange for any lender or mortgagee to consent to this Agreement and postpone its rights under its mortgage to this Agreement;
  - c) The Owner acknowledges that compliance with all provisions of the Building Code Act (Ontario), as amended, is mandatory;
  - d) The Owner hereby agrees to comply with the Construction Act (Ontario), as amended. The Owner shall indemnify and save harmless the Municipality from and against all claims, demands, actions, causes of actions and costs resulting from any construction performed by the Owner pursuant to this Agreement;
  - e) The Owner shall submit for approval of the Municipality's Engineer detailed plans for the Works which include the Owner's Engineer's professional stamp affixed thereto;
  - f) The Owner shall obtain such other third party approvals as may be required for the construction of the Works;
  - g) The Owner shall pay any applicable development charges payable in connection with the development and the construction of the Works;
  - h) The Owner shall permit the Municipality and its officers, employees, servants and agents to enter onto the Land to ensure the construction and installation of the Works complies with this Agreement.
  - i) If as a result of any work undertaken or not completed by the Owner there exists in the opinion of the Municipality an emergency situation or circumstances which requires immediate attention, the Municipality shall be entitled to enter upon the Land and complete or repair such work at the sole expense of the Owner;
  - j) The Owner shall enter into a Mutual Drain Agreement in a form satisfactory to the Municipality; and
  - k) The Owner shall comply with any terms, covenants and provisions relating to the Consent Decision relating to the development and the Land.

### INSURANCE

8. The Owner shall provide to the Municipality, prior to the commencement of construction, a general comprehensive liability insurance policy and a certificate of insurance in an amount of not less than Five Million (\$5,000,000.00) Dollars in a form satisfactory to the Municipality, indemnifying the Municipality from any loss arising from claims or damages, injury or otherwise in connection with the completion of the Works or any other actions undertaken in connection with the

development by the Owner. The said policy shall be maintained in full force and effect until the Works have been completed and any warranty period has expired.

### REGISTRATION

9. The Owner agrees that this Agreement shall run with the Land and the Owner covenants and agrees, at its expense, to register this Agreement, together with all of its Schedules, upon title to the Land and to provide a copy of the registration to the Municipality's solicitor. This Agreement shall be binding upon the Owner, its successors and assigns, as owners and occupiers from time to time and this covenant shall be to the benefit of the Municipality.

### REIMBURSE MUNICIPALITY FOR COSTS

10. The Owner of the Land agrees to deposit with the Municipality at the time of the execution of this Agreement the sum of \$2,500.00 to reimburse the Municipality for its actual costs incurred for legal fees and disbursements and for the cost of administration, supervision and all other work required by the Municipality in connection with this Agreement, including the negotiations leading to and the preparation of this Agreement and costs arising out of the realization upon any security given hereunder. If this sum is insufficient, the Owner shall reimburse the Municipality for such actual costs from time to time as and when requested by the Municipality.

### RIGHT TO CONTEST MUNICIPALITY COSTS

11. The Owner shall have the right to contest that reasonableness of the amount of any of the Municipality's expenses in respect of which the Owner is required to reimburse the Municipality pursuant to this Agreement, provided that such right must be exercised by written notice to the Municipality within 30 days after the Owners have been advised of the amount of such expenses. Such notice to the Municipality shall be accompanied by sufficient funds to pay the amount being contested or security therefor. The amount of such expenses shall be determined by a Court of competent jurisdiction and the Owner shall indemnify the Municipality, on a Solicitor and Client basis, for all costs or expenses incurred by the Municipality in connection with such determination.

### MUNICIPALITY'S DISCRETION

12. Where in this Agreement the Municipality is given a discretion, or the right to make a decision, in matters relating to the administration of this Agreement the Municipality shall act by its Clerk or such other officer as the Clerk or Council of the Municipality may designate for such purpose. Before exercising its discretion or making its decision, the Municipality may seek the advice of a Solicitor, and Engineer or a planning or other consultant as may be relevant to the matter in respect of which the discretion is to be exercised or the decision to be made and the Owner shall be responsible for any costs relating thereto.

### EXPENSE OF OWNERS

13. Every provision of this Agreement by which the Owner is obliged in any way shall be deemed to include the words, "at the expense of the Owner" unless the context specifically otherwise requires.

### INTEREST AND LIEN

14. In the event that there are monies due from the Owner to the Municipality which have not been paid within 15 days after demand thereof by the Municipality, interest shall be payable on the amount due at the rate of 16.00% per annum calculated from the date of demand; and the amount due together with interest thereon shall constitute a lien upon the Land. All such amounts due and owing by the Owner to the Municipality shall be added to the tax roll of the Land and shall be collectible by the Municipality in like manner as municipal taxes.

### ESTOPPEL

15. The Owner shall not call into question, directly or indirectly, in any proceedings whatsoever, in law or in equity, or before any administration tribunal, the right of the Municipality to enter into this Agreement or to enforce each and every term, covenant and condition herein contained and this Agreement shall be pleaded as an estoppel against the Owner in such proceedings.

### TIME

16. Time shall be of the essence hereof in all respects; and the right of the Municipality to require strict performance by the Owner of any and all obligations imposed upon it hereunder shall not be affected in any way by any previous waiver, forbearance or course of dealing.

### NOTICE

17. Any notice, request, order, demand, certificate or any other communication required or permitted to be given under this Agreement shall be in writing and, unless some other method of giving the same is accepted by the person to whom it is given, shall be given by registered mail or by being delivered to the person to whom it is to be given at the appropriate address set out below, or such other address as may be furnished by such person, and shall be effective at the time of delivery thereof or, if mailed shall be deemed effective four (4) days after the date of mailing thereof unless at any time during such four days there is a strike or other labour disruption of the postal service at either the point of mailing or the place of delivery, in which event, delivery by mail shall be deemed effective when actually received by the addressee.

### SEVERABILITY

18. If any provision of this Agreement shall be found or declared by a Court of competent jurisdiction to be invalid, unenforceable or *ultra vires* the Municipality, then such provision shall conclusively be deemed to be severable and the remainder of this Agreement, *mutatis mutandis*, shall be and remain in full force and effect.

### NUMBER AND GENDER

19. In this Agreement, unless the contrary intention appears, words importing only singular number or masculine gender shall include persons, parties or things of the same kind than one and the feminine and neuter gender; and if there be more than one Owner, including any subsequent owners of the Land, the covenants of such Owners shall be joint and several.

### TITLES

20. It is understood and agreed by the parties hereto that the titles inserted at the head of paragraphs and clauses in this Agreement are intended for ease of reference and do not alter or have any bearing upon the interpretation of the paragraph or clause which they entitle.

### BINDING

21. The covenants, agreements, conditions and undertakings herein contained on the part of the Owner shall run with the Land and shall be binding upon the Owner and upon the Owner's, heirs, executors, administrators, successors and assigns, as Owner and occupier of the Land from time to time and shall be appurtenant to the adjoining highways in the ownership of the appropriate authority; and this

Agreement shall endure to the benefit of and be binding upon the appropriate authority and its successors and assigns.

22. In the case of notice to the Owner under Section 17 the service shall be as follows:

John Patrick Van Roestel and Melissa Ann Van Roestel  
13227 Elginfield Road  
P.O. Box 99  
Lucan, ON N0M 2J0

and in the case of the Municipality shall be as follows:

The Corporation of the Township of Lucan Biddulph  
270 Main Street  
Lucan, ON N0M 2J0  
Attention: Clerk

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF the parties have hereto affixed their respective corporate seals attested by the hands of their respective proper officers duly authorized in that behalf and the individual parties have hereunto set their hands with witness present.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE  
TOWNSHIP OF LUCAN BIDDULPH

Authorized by By-law xx-2025      Cathy Burghardt-Jesson  
passed by Council on                      Mayor  
the      day of                      , 2025

\_\_\_\_\_  
Ron Reymer  
Clerk  
We have authority to bind the Corporation.

FOR THE OWNER:

  
\_\_\_\_\_  
John Patrick Van Roestel

  
\_\_\_\_\_  
Melissa Ann Van Roestel

**SCHEDULE "A"**

**DESCRIPTION OF THE LAND**

Part of Lot 5, Range 4, Plan 178, as in 682123, in the Township of Lucan Biddulph,  
County of Middlesex being P.I.N. 09697-0042(LT)



**SCHEDULE "C"**

**SECURITY AND LETTER OF CREDIT CALCULATIONS**

**SECURED OFF SITE WORKS**

The letter of credit to be provided by the Owner to ensure the completion of the external works required by this Agreement based on 100% of the estimated value of external works including engineering and HST

\$30,555.20 including HST  
of \$3,515.20

See attached Security Calculation.



Mat 2, 2025

Jeff Little  
Director of Public Works  
Lucan - Biddulph

Re: Revised Turn-around price for Bradley Street.

Turn-around construction as follows,

- 1) Excavate and haul away excess material.
- 2) Supply, place and compact 300mm (12 inches) thick granular "B".
- 3) Supply, place, compact and grade 150mm (6 inches) thick granular "A".
- 4) Grade, top soil and seed ditch along side of turn-around to ensure positive water flow.
- 5) Supply and install 28 metres of 300mm csp culvert.
- 6) Engineering costs.

Material required: 28 metres of 300mm csp culvert.  
78 tonnes of granular "A"  
156 tonnes of granular "B"  
10 cubic yards of topsoil.  
20 lbs. grass seed.  
5 lbs fertilizer.

**Total price to supply material and complete the work.     \$ 15,190.00**

Sincerely,

John Van Roestel  
Van Roestel Contracting Ltd.

13227 Elginfield Rd., P.O. Box 99, Lucan, Ontario N0M 2J0  
john@vrcontracting.ca     •     Office: 519-227-0731     •     Cell: 519-878-8918

**GRINDING WASTE ► CREATING VALUE**



May 2,2025

Jeff Little  
Director of Public Works  
Lucan - Biddulph

Re: Water service cost to the Storage facility development in Clandeboye.

**Total price to supply material and complete the work.      \$ 11,850.00**

Sincerely,

John Van Roestel  
Van Roestel Contracting Ltd.

13227 Elginfield Rd., P.O. Box 99, Lucan, Ontario N0M 2J0  
john@vrcontracting.ca      •      Office: 519-227-0731      •      Cell: 519-878-8918

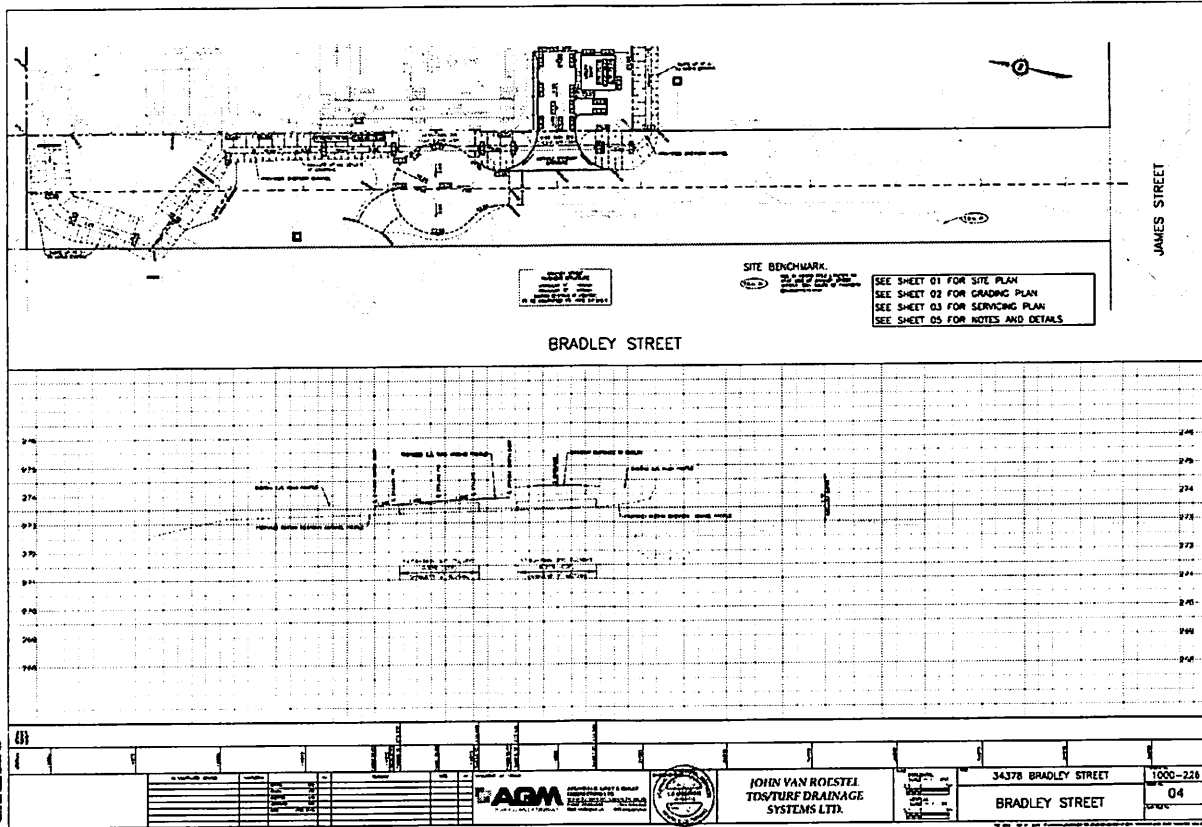
**GRINDING WASTE ► CREATING VALUE**

**SCHEDULE "D"**

**BRADLEY STREET PLAN AND PROFILE**

34378 Bradley Street Profile Project No. 1000-226 Sheet No. 04 Archibald, Gray & McKay Engineering Ltd.

To facilitate registration of the Development Agreement to which this Schedule is attached, including all other Schedules attached to such Development Agreement, all plans have been removed from this Agreement. Full-scale originals of such plans and drawings are maintained by The Corporation of the Township of Lucan Biddulph and are available from The Corporation of the Township of Lucan Biddulph for viewing upon request during The Corporation of the Township of Lucan Biddulph's normal business hours.



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